

AMENDED UPTO JAN-2008

CPWD-7/8

**GOVERNMENT OF INDIA  
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE Delhi

CIRCLE

BRANCH Engg.

DIVISION

Engg.

ZONE

SUB DIVISION

Electrical

Percentage Rate Tender/Item Rate Tender &amp; Contract for Works

**Tender for the work of: Hiring of silent /sound proof DG sets in ITPO  
during the year 2013-14.**

(i) To be submitted \_\_\_1500\_\_\_ hours on \_\_\_**11.07.2013** -----  
-to

(time)

(date)

(ii) To be opened in presence of tenders who may be present  
at \_\_\_1530\_\_\_ hours on **11.7.2013** in the office of \_\_\_  
Manager (Elect.) Room No. 147

Issued

to: \_\_\_\_\_  
(contractor)

Signature of officer issuing the documents

Designation

Date of issue:

**TENDER**

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

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

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

## CPWD

A sum of **Rs.67,700.00** has been deposited in cash/receipt treasury challan/DD in the favour of ITPO /deposit at call receipt of a scheduled bank, receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Signatures of Contractor

Postal Address

Witness:

Address:

Occupation:

## ACCEPTANCE

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

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

(i)Corrigendum I & II

(ii)NIT

(iii)Schedule of work

(iv)Special terms & conditions

(v)Additional conditions

(vi)Wages

(vii)Agreement copy

(viii) Check list

(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.-----

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

1.	2	3	4	5
		N / A		

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

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

**SCHEDULE 'D'**

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

... ..NIL

**SCHEDULE 'E'**

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation

.. ..NIL

**CLAUSE 10 CC**

Component of Cement – expressed as percent of total value work.

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

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

Component of civil (except cement &amp; steel)/Electrical construction

. N/A Xm.%

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

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

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

. Z...N/A..%

## **SCHEDULE 'F'**

Reference to General Conditions of contract.

Name of work : **Hiring of silent/sound proof DG sets in ITPO during the year 2013-14** (i) Estimated cost of work:

**Rs. 33,85,000.00**

(ii) Earnest money: **Rs. 67,700.00**

(iii) Performance Guarantee 5% of tendered value

(iv) Security Deposit 5% of tendered value

**CPWD**

General Rules & Direction:

Officer inviting tender **Manager(Elect.)**

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

### **Definitions**

2(v) Engineer-in-Charge **Manager(Elect.)**

2(viii) Accepting Authority **ED**

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

2(xi) Standard Schedule of Rates Market rates

2(xii) Department ITPO

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

### **Clause 1**

(i) Time allowed for submission of Performance Guarantee

From the date of issue of letter of acceptance

**15 days**

(ii) Maximum allowable extension beyond the period

(provided in i) above

**7 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

**7 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.	NIL	-----	NIL
2.	NIL	-----	NIL
3.	NIL	-----	NIL
4.	NIL	-----	NIL
5.	NIL	-----	NIL
6.	NIL	-----	NIL

Time allowed for execution of work (i.) one year from the date of issue of award letter.

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

**Clause 6, 6A**

Clause applicable – (6 or 6A)

**Clause 7**

Gross work to be done together with net payment/ adjustment ..... or advance for material collected, if any since the last such payment for being eligible to interim payment.

Clause 10A

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

1.....N/A..... 2.....N/A.....  
3.....N/A..... 4.....N/A.....  
5.....N/A..... 6.....N/A.....

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable Yes/No

Clause 10CA

Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed

1. \_\_\_\_\_ N/A \_\_\_\_\_  
2. \_\_\_\_\_ N/A \_\_\_\_\_  
3. \_\_\_\_\_ N/A \_\_\_\_\_

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period of Completion exceeding the period show in text column \_\_\_\_N/A\_\_months

**Clause 11**

Specification to be followed for execution of work \_as per CPWD specification \_

**Clause 12**

Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work

Deviation limit beyond which clauses 12.2. & 12.3 Shall apply for Electrical work\_50 %

**Clause 16**

Competent Authority for deciding reduced rates. \_\_\_\_\_GM(W)\_\_\_\_\_

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- |        |        |
|--------|--------|
| 1..... | 2..... |
| 3..... | 4..... |
| 5..... | 6..... |
- (As per schedule of work )

**Clause 36(i)**

S.N.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
						Figures
						Words

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

**CLAUSE 42**

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates.....printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities.

- |  |                               |
|--|-------------------------------|
| a) Cement for works with estimated cost put to Tender not more than Rs. 5 lakhs              | 3% plus/minus                 |
| For works with estimated cost put to tender More than 5 lakhs                                | 2% plus/minus                 |
| b) Bitumen for all works side  | 2.5% plus only & nil on minus |
| 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	N/A	N/A
2.	Steel reinforcement	N/A	N/A
3.	Structural Sections	N/A	N/A
4.	Bitumen issued free	N/A	N/A
5.	Bitumen issued at stipulated fixed price	N/A	N/A

## NOTICE INVITING TENDER

Item rate/percentage rate tender are invited on behalf of the President of India from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railways and State P.W.D.(B&R) or State Govt.'s Department (strike out as the case may be) dealing with building and roads, if there is no state PWD(B&R) for the work of: **Hiring of silent /sound proof DG sets in ITPO during the year 2013-14** 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.33,85,000.00** 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 **one year** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work shall be made available in parts as specified below:-
5. Applications for issue of forms shall be received by (4.00PM) and tender documents shall be issued by(4.00 PM)  
Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Manager(Electrical)between hours of 11.00 AM & 4.00 PM from **25.6.2013 to 08.7.2013** everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs.525/-** in cash as cost of tender.
6. (i) Tenders shall be accompanied with earnest Money of **Rs.67,700/-** in cash (upto Rs. 10000/-) / Receipt Treasury Challan/Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of ITPO 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.  
(ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "tender" and "Earnest Money" respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope means for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the **11.7.2013 up to 3.00PM** and will be opened by him or his authorized representative in his office on the **same day at 3.30 PM**. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.
7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any scheduled bank/banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in accordance

with the prescribed form. In case the contractor fails to deposit the said performance guarantee with the period as indicated in schedule 'F' including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to it self the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

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

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

12. The contractor shall not be permitted to tender to works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer (Both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of

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

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start date of start of the work, sign the contract consisting of:
  - a. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b. Standard C.P.W.D. Form 7/8.
16. For Composite Tenders
  - 16.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
  - 16.1.2 The tender document will include following three components:

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

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

Part C:- Schedule A to F for minor component of the work,(SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor components(s) of the work.
  - 16.1.3 The tenderer must associate with him self, agencies of the appropriate class eligible to tender for each of the minor component individually.
  - 16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).
  - 16.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor components(s) shall operate Part C along with Part A of the agreement.
  - 16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
  - 16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.
  - 16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s)

within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor components(s).

- 16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 16.1.10 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 Organization  
(Electrical Unit)

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

Sl.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Electrical)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Sr. Manager (Elect.)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
9.	C.T.E.	General Manager (Works)
10.	Admn. Head	C.M.D./General Manager
11.	Ministry of Works & Housing	ITPO/Ministry of Commerce
12.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
13.	DSR-2007	Shall be applicable to ITPO works.
14.	CPWD specifications	Shall be applicable to ITPO works.
15.	DSR(Internal) 2007 for Electrical works.	Shall be applicable to ITPO works.
16.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.
17.	DSR External 2007 for Electrical works and specification.	Shall be applicable to ITPO works.
18.	Provision of section 12 Subsection (i) of the works man compensation	Shall be applicable to ITPO works.

19.	Provision of contract labour (Regulation and abolition Act 1970 and contract labour (Regulation and abolition) control rules 1971 section 20 sub-section (A) of the contract labour (Regulation and abolition Act 1970).	Shall be applicable to ITPO works.
20.	Provision of the payment of wages Act, 1986 Minimum wages Act, 1986 1943 industrial disputes Act, 1947 Material benefits Act, 1961.	Shall be applicable to ITPO works.
21.	CPWD safety code framed from time to time.	Shall be applicable to ITPO works.
22.	CPWD maternity benefits to labour.	Shall be applicable to ITPO works.
23.	Provision of the Arbitration Act, 1972.	Shall be applicable to ITPO works.
24.	Section 74 of India Contract Act, 1973.	Shall be applicable to ITPO works.
25.	Model Rules of the protection health and sanitary appointment for workers employed by CPWD,	Shall be applicable to ITPO works.
26.	CPWD Contractor labour regulations.	Shall be applicable to ITPO works.

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

INDIA TRADE PROMOTION ORGANISATION  
(Electrical Division)

**C O R R I G E N D U M - I I**

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

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

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

**PERFORMA TO BE ATTACHED WITH NIT**

To,

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

Sub: **NIT No 167-ITPO(16)/Engg./Elect./2013-14/1249.** for the work of :  
**Hiring of silent /sound proof DG sets in ITPO during the year 2013-14**

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: Submission of Tender for the Work of **Hiring of silent /sound proof DG sets in ITPO during the year 2013-14.**

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.), Engineering Division, Room No. 147, India Trade Promotion Organization, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites Item rate sealed tenders from eligible contractors in the field of hiring of silent DG sets with CPWD, P&T, M.E.S., Railway, DDA, NDMC, MCD, PSU's and Govt. Departments or specialized Agencies, in two bid envelop system (Techno commercial and price bid). 1st envelope should contain attested copies of satisfactory completion certificates, service tax, TIN, PAN & attested annual turnover documents, EPF Reg. no. and ESI nos. and 2nd envelope should containing price bid for the following work shall be submitted up to **3.00 PM** on **11.7.2013**. The Techno commercial bids will be opened on the same day by him (or) his authorized representative at **3.30 PM**.

Sl. No.	Name of Work	Time for Completion	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender (Rs.)
1.	<b>Hiring of silent /sound proof DG sets in ITPO during the year 2013-14</b>	<b>One year</b>	<b>33,85,000/-</b>	<b>67,700/-</b>	<b>525/-</b>

**Work eligibility criteria is as under:-** Average annual financial turnover 30% of the estimated cost during last 3 years ending **31.03.2012**. Experience of having successfully completed similar works during last 7 years ending 31st march, 2013 issued not below the rank of executive engineer or equivalent in Govt. departments, Undertakings & PSU's should be either of the following: (a) three similar works costing not less than **Rs.13,54,000.00 i.e. 40%** of the estimated cost or (b) two similar works costing not less than **Rs.20,31,000.00 i.e. 60%** of the estimated cost Or (c) one similar work costing not less than **Rs.27,08,000.00 i.e. 80%** of the estimated cost (d) similar work means **"providing silent/sound proof DG sets on hire basis"**.

Earnest Money should be deposit through Bank Draft drawn in favour of India Trade Promotion Organization, New Delhi (or) cash deposited with the Cashier in Cash Section (less than Rs. 10,000.00) of ITPO and Bank Draft/Cash Receipt to be sent with the tender while submitting the tender. Conditions and tender form can be had from the office of the undersigned between **11.00AM to 4.00PM** on all working days from **25.6.2013 to 08.7.2013** after paying the tender cost mentioned as above (Non Refundable). EMD must be deposited / drawn in favor of ITPO on or before **08.7.2013**.

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

These **three envelopes** i.e., **"two DD's of tender fee & EMD", "Eligibility Documents" and "Financial Bid"** should be put in one envelop having the name of work clearly and submitted to **Manager(Elect.), Room No.147** with proper seal. **Cost of tender documents & EMD downloaded from website must be either deposited by 08.7.2013 or the Bank Draft towards cost of tender and EMD must be drawn up to 08.7.2013**, 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.

Manager(Elect.)  
Room No. 147

India Trade Promotion Organisation  
(Electrical Unit)  
**Schedule of work**

Name of work: **Hiring of silent /sound proof DG sets in ITPO during the year 2013-14**

Sl. No.	Description of Item	Qty.	Rate (Rs.)	Unit	Amount (Rs.)
	<b>SUB HEAD – I (HIRING OF DG SET)</b>				
1.	Hire charge for providing silent/sound proof D.G. set 125KVA capacity, 415volts, 50hz, 3 phase AC supply i/c operation, watch and ward complete with connection with a suitable size of armoured cable up to the change over switch transportation etc. complete as reqd.	18 set for 15 days		Per set/per day	
2.	Operation charges of 125KVA capacity silent type D. G set complete with diesel oil, Mobile oil for operation including transportation etc. as required	1200 hrs.		Per hrs.	
	<b>SUB HEAD-II(TEMPORARY LIGHTING)</b>				
1.	Hire charges for providing 100 amp.440 volts TP&N main switch board/ on load change over switch i/c. making connection with suitable size of cable from D.G. set to the main switch complete as reqd.	18 nos.		Per event	
2.	Hire charge of halogen fitting of 500W along with lamp i/c. fixing temporary on the parapet wall/ pole and making connection with suitable size of Aluminium/copper conductor cable/wire & replacement of fused halogen lamp and burnt leads etc. as and when reqd. i/c. connection and interconnection and sub main wiring etc. as reqd.	500 nos.		Per event	
3.	Hire charges for providing Metal Halide fittings suitable for 1x250 Watt with lamp control gear, testing, commissioning, maintenance and dismantling after complete the fair for 15 days	400 nos.		Each for 15 days	
4.	Supplying and installation of portable type emergency lights during various events organized by ITPO on hire charges basis in various locations as directed by Engineer-in-charge including cleaning, maintenance, watch and ward and standby arrangements etc. complete as required.	150 nos.		Each for 15 days	

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

DM(E)

M(E)

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## **Special Terms & Conditions**

1. DG sets should be sound proof. The Agency should follow the norms of Delhi Pollution Control Board while Operating the silent DG Sets and compliance of the same norms, proper records shall be maintained.
2. Storage, cartage & arrangement for filling the fuel in the generators shall be the responsibility of the contractor for which no extra payment will be made.
3. Transportation of the generator to the site and back shall be the responsibility of the contractor and nothing extra will be payable on this account.
4. Watch & ward arrangement for the generators, fuel and also other accessories shall be the responsibility of the contractor and for this nothing extra will be paid.
5. The contractor has to keep at site at least one generator of 125 KVA capacity as standby for every 10 Nos. generators provided on hire for which no extra payment will be made.
6. The generators provided by the contractor on hire must be in perfect working condition, fuel efficient and must not make abnormal noise. In this regard the decision of the engineer-in charge shall be final. The contractor has to replace the generating set if so directed by the Engineering incharge.
7. One generator operator has to be deployed for each generator during the period of operation. No additional payment will be made of this account.
8. The contractor has to keep at site adequate technical staff to attend to any repair/break down/checking of the generator that may be necessary.
9. In case of a break-down, the stand by generating set is must be immediately started and put on load within one hour. In case a generator remains under bread-down without any standby generator-set taking over the load for more than one hour, recovery will be made for entire day at a rate equal to twice the hire charge quoted by to the contractor for such generator.
10. The agency has to provide DG set i/c. testing and commissioning of the system one day prior to the start of event as directed by Engineer-in- charge.
11. The agency has to depute one supervisor for monitoring of the work along with required technician tools & plants and necessary DB/panels, cables etc. for connections up to DG sets and panels as required.
12. A space of 10sq. mtr.(approx.) area will be provided to the contractor for storage of material with in the camps for fulfilling immediate requirement / attending the complaints during the event free of cost.
13. DG set and switch gear shall be connected to the nearest earth pit / poll through suitable earth wire.
14. Proper thimble shall be provided to the cables connected in both ends of DG sets & panels.

Manager (Electrical)

### **ADDITIONAL CONDITIONS**

1. CONTRACTOR will have to make his own arrangements for tools & plants required for the work. The department will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance of specifications.
3. The site is available, tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. The contractor will have to work according to progress of work decided by the Engineer-in-charge. No claim what-so-ever will be entertained on his account.
5. The contractor shall consult the Executive/Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Engineer-in-charge has not been taken.
6. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to Traffic during execution of work.
7. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor and handing over of the same to ITPO.
8. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail cut rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra will be payable on this account.
9. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work. This will apply specially for works exceeding more than one lakh.
10. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
11. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization shall without prejudice to any other right, or remedy, be at liberty to forfeit 50% of the said earnest money absolutely.
12. The contractor to whom the work is awarded will have to sign a separate agreement papers and the cost of such stamp paper will be formed by the contract.

13. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.
14. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
15. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
16. 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.
17. 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.
18. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs. 50.00 and the cost of such stamp paper will be borne by the contractor.
19. Electrical material shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost i/c. transportation extra as required.
20. 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.
21. The earnest money will not be accepted in the form of the Bank guarantee.
22. Unless otherwise specified, 3 phase, 415 volts, 50Hz power supply (5 KW) shall be provided by the department free of charge to the contractor at one point for installation at site. Termination switchgear however, shall be provided by the contractor. Further extension if required shall be done by the contractor.
23. The contractor shall obtain entry passes along with photographs of the staff deputed for the work from ITPO after the Award of Work nothing extra shall be paid on this account.
24. The contractor shall obtain the gate pass for the material to be taken out after the completion of the event from ITPO.
25. The contractor is bound to provide the pre-receipted bills where in the service tax and TIN nos. will be printed on the face of the bill to release the payment.

**Manager(Elect.)**

**wages**

<b>Description</b>	<b>Unit</b>	<b>Rate(Rs.)</b>
Wireman, Grade -1	1 day	361.00
Fitter, Grade - 1	1 day	361.00
Fitter, Grade -2	1 day	328.00
Mason , Grade- 2	1 day	328.00
Painter	1 day	328.00
Khallasi	1 day	297.00

## AGREEMENT

AN AGREEMENT is made this ..... **Day of** .....**two thousand** ..... between the **India Trade Promotion Organization,** A company incorporated under the Companies Act, 1956 and with its registered office at Pragati Maidan, New Delhi – 110001, which expression shall include its successor, unless repugnant to or excluded by the contract here of and assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the Authority) and by its sole Proprietor/Partner/Managing Director ..... Residence of .....(which expression shall be include his/its successors heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority had, under Notification .....dated ..... invited tenders for the work of .....

WHEREAS the contractor has submitted tender for carrying out the .....**as** per the tender documents page 1 to page..... and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance issued party No.1 annexed here to as.

The same shall be binding on both the parties.

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

Date the  
AT New Delhi

### **WITNESS:**

Party No.1

Party No.2



## **CHECK LIST**

The agency shall provide the following document in technical bids of tender document

1. Earnest money /tender fee should be in the form of Demand Draft in case of downloaded tender. The Demand Draft in favour of ITPO should be got prepared either or before the last date of sale of tender.
2. TIN No..
3. PAN No.
4. Service tax No.
5. ESI No.
6. EPF No.
7. Balance sheet/Average and financial turnover documents duly verified by C.A. to be provided for following year which should not be less than 30% of estimated cost for

2009-2010

2010-2011

2011-2012

8. Experience of having successfully completed similar works during last 7 years ending 31st March 2013 issued not below the rank of executive engineer or equivalent in Govt. departments, Undertakings & PSU's should be either of the following: (a) three similar works costing not less than **40%** of the estimated cost or (b) two similar works costing not less than **60%** of the estimated cost Or (c) one similar work costing not less than **80%** of the estimated cost

Manager (Elect.)