

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 03.09.2013**, 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 the ITPO Premises at Pragati Maidan during 2013-14, SH. Supply of instant road repair Bituminous premix pre-coated aggregate, C I Gate valve, PTMT push cock, glass panes, SFRC gully gratings ,manhole covers & frames etc. at Pragati Maidan, New Delhi**

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost Rs. **3,15,565/-**. 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 in this case

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.

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 **25 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 **26.08.2013 to 03.09.2013** every day 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. **6,350/-** 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 Cashier of the Division 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 **25.10.2012** 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 if 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 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. The contractor shall not be permitted to tender for 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 Manager and Deputy Manager (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 gazetted officer in the Central Public Works Department 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 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 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.
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 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

**Udaaveer
Manager (Civil)**

Issued to: M/S

Price of tender-Rs. 525/-

Tender for the supply of Materials

P.W.D.-9 Tender

Name of Work;- R/M and upkeep of the ITPO Premises at Pragati Maidan during 2013-14

SH. **Supply of instant road repair Bituminous premix pre-coated aggregate, C I Gate valve, PTMT push cock, glass panes, SFRC gully gratings ,manhole covers & frames etc. at Pragati Maidan, New Delhi**

Date of sale upto: 30.08.2013

Date of opening: 03.09.2013

I/We hereby tender for the supply for the President of India of the materials described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions of the contract.

Memorandum:-

- | | | |
|-------|------------------------|----------------------|
| (i) | Estimated cost of work | Rs. 3,15,565/- |
| (ii) | Earnest money: | Rs. 6,350/- |
| (iii) | Performance Guarantee | 5% of tendered value |
| (iv) | Security Deposit | 5% of tendered value |

Description or specification of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered to each place	Dates by which delivery at all places must be completed	Rate by which articles are to be supplied inclusive of every	Unit	Total cost of each article inclusive of every demand	Remarks
As per schedule of quantities enclosed		Pragati Maidan						

*This percentage where no security deposited is taken, will vary from 5 percent to 10% according to the requirements of the case. Where security deposited is taken see note Clause 1 of conditions of contract.

Should this tender be accepted. I/We hereby do agree to abide by and fulfill all the terms and provisional of the said conditions annexed hereto so far as applicable and on in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the side conditions. A sum of Rs. 6,350/- is herewith forwarded in cash Treasury Challan as earnest money if I/we fail to commence the work to specified in the above memorandum or I/we fail to deposit the amount of security deposit specified against (ii) (a) in the above memorandum in accordance with the clause I of the said conditions of contract I/we agree that the said President the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit. I/We further agree that the said President or his successor in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

Give particulars & number.

Signature of Tenderer

Address

Signature of Witness

Address

Dated the

The above tender is hereby accepted by me on behalf of the President of India

Dated the

Signature of the Officer by whom
The tender is accepted
On behalf of CMD, ITPO

Government of India

State New Delhi
Branch ITPO

Division MCU-III
Sub-Division DMU-VI

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D. Code, Paragraph 89)
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Manager (Civil) Divisional Officer

This form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills. Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Manager (Civil) (Divisional Officer) shall also be open for inspection by the contractor at the office of the Manager (Civil) (Divisional officer) during Office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced, with the tender , and it must disclose that the firm is duly registered under the Indian Partnership etc.
3. Receipts for payment made to a firm, must also be signed by the several partners except where the contractors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effective receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders which purpose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out work, or which contain any other conditions or any sort will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer would be written outside the envelope.
5. The Manager (Civil) or duly authorized assistant, will open
Divisional Officer

Tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor making the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Manager (Civil) and the contractor
Divisional Officer

Shall be responsible for seeing that he produces a receipt signed by the Manger (Civil) or a duly authorized cashier.
Divisional officer

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

- (i) Uniform rate of 10% of tendered value subject to a maximum of Rs.5,00,000/- only unless he is/they are exempted from payment of Security Deposit in individual cases or has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. Securities or First deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in case a fixed deposit receipt of any bank if furnished by the contractor to the Govt. as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contract shall forth with on demand furnish additional security to the Govt. to make good the deficit. Such Govt. for this purpose shall be entitled to recover recent of the amount of each running bill time the balance of the amount of security deposit is released. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due to may become due to the contractor by Govt. on any account whatsoever an in the event of his security deposit being reduced by reasons of any such deductions or sale as aforesaid; the contractor shall within 10 days make good in receipt tendered by State Bank of India or by scheduled banks (In case of limits prescribed by Reserve Bank of India by Govt.. Securities it deposited for more than 12 months) endorsed in favour of the Engineer in charge any sum or sums which may have been deducted from or raised; by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit.

Note:1. Govt. papers tendered as security will be taken at 5% below its market value or its face value which event is less. The market price of Govt. papers would be curtailed by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of the deficiency in value of Govt. papers will be withheld if necessary.

1. Govt. securities will include all forms of security mentioned in rule 274 of GFR. Except fidelity bond. This will be subject to observance of conditions under; the rule against each form of security.

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

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

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

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

6. On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the **Sub Divisional officer** (here after called **Engineer-in-Charge**) **Divisional Officer**

But the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such position as he pointed out to him.

6-A If any any time after the commencement of the supplies the President of India shall for any reason whatsoever not require the whole or part thereof in quantity as specified in the tender to be supplied the Divisional Officer shall in addition to his power to cancel the contract in case of default on the part of the contractor, have power to terminate all liability of the President thereunder at any time after giving due notice in writing to the contractor of this desire to do so, in the event of such a notice being given.

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

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

Payment due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid documents such as a power of attorney containing conforming authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment the contractor should give wherever possible present his bills duly received and discharge through his bankers.

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

8. The materials shall be of the best description and in stick accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected material remove at the contractors risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

9A. The contractor/seller hereby declares that the goods/stores articles sold or to be sold to the Govt. under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particular contained mentioned in clause 8 hereof and the contractor/seller hereby guarantees that the said goods/stores articles shall continue to conform to the description and quality aforesaid for a period of three months shall be date of delivery of the said goods/stores/article to the Engineer-in-charge and that not with standing the fact that the Engineer-in-charge may have inspected and or approved the said goods/articles be discovered not be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive and binding on the parties the Engineer-in-charge will be entitled to reject the said good/stores articles or such portion there of as may be discovered not too confirm to the said description and quality. On such rejection the goods articles stores will be at the seller's risk and the provisions contained in the

Clause 9 hereof shall mutates mutendis apply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt. such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Govt. in that behalf under this contract or otherwise.

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

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

12. No material shall be brought to site for delivery on Sundays and holidays without the written permission of the Engineer-in-charge.

13. This contract shall not be subletted without the written permission of the Divisional Officer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract and shall forfeit his security deposit and shall have not claim for any compensation for any loss that may have committed or engagement entered into.

13A. The Engineer-in-charge shall have power to make any alteration in, omissions from additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions and substitutions shall not invalidate the contract and altered additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the main work and at the same rates as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials including any class of materials for which no rates is specified on this contract than the.....and if such class of materials are not entered in the said schedule of rates, than the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of material and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge and in the event of the disputes the decision of the Superintending Engineer of the circle shall be final.

13B. In every case in which by virtue of the provision of Section 12 Sub Section (1) of workman's Compensation Act, 1923 Govt. is obliged to pay compensation to a worker employed by the contractor in execution of the works Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise.

Government shall not be bound to entertain any claim made against it under Section 12 Sub Section (1) of the said Act, except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

13C (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation: "Fair Wages" means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district in which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

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

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

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment are inclusive of wages for the weekly day of the question of extra payment for the weekly holidays would not arise.

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

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

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

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

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

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

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

- b) The contractor(s) shall in addition construct suitable cooking place having a minimum area 6'X5' adjacent to the hut for each family.
- c) The contractor(s) also construct temporary latrines & urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.
- d) The contractor(s) construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp these bathing and washing places shall be suitably screened.

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

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

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

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

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

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

5) Disposal of Excreta. The contractor(s) shall make necessary arrangements for the disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangement for the removal to excreta through the Municipal Committee/authority and inform it about the number of labourer employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6) Drainage the contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

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

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

13G. In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for the safety provision as per C.P.W.D safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

14.Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on work or as to any other question claim right matter or think whatsoever in any way arising out of or relating to the contract, design drawings, specifications estimates instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof shall be referred to the sole arbitration of the person appointed by the C.E.C.P.W.D. incharge of work at the time of such appointment. It will be no objection to any such appointed that the arbitrator so

appointed is a Government servant that he had deal with the matter to which the contract relates and that in the course of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such C.E. or administrative head as aforesaid at the time of such transfer vacation of office or inability to act shall appoint an other person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that one person other than a person appointed by such C.E. or administrative head of the C.P.W.D. as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all the cases where the amount of claim in dispute is Rs.75,000/- or above. The arbitrator shall give reasons for award.

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

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

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

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

Interpretation Clause.

The President means the President of India and his successors.

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

The sub Divisional concerned.

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

15. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Divisional officer on behalf of President of India shall have the option of eminating the contract without compensation of the contractor.

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

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

paid less than what was due to him under the contract in respect of any executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

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

STANDING ORDER NO. 1010 dated 19.02.1963.

In form No. P.W.D.-9 in the Books of forms (First Edition, First Reprint) referred to in Para 16 of the Central P.W.D. Code Revised Edition, 1969, and the following after clause 6.

.....

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

Contractor.....

Executive Engineer

Correction Slips of P.W.D. 9 Tender Form for supply

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

C.S. No.2(Claue 13 (dd) PWD-9):- In the case or Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Laobur & Employment No.66 (1) 69-I(B) dt. 15.5.69 are inclusive of pages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

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

INDIA TRADE PROMOTION ORGANISATION

Engineering Division

No. 177-ITPO-MCU-III/ 4, 13 /Engg/2013-14

Dated: 26.08.2013

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 Item rate tenders** 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 **specialised agencies for S. No. 2 only up to 3.00 PM on 03.09.2013**, 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 2013-14				
1.	Supply of instant road repair Bituminous premix pre-coated aggregate, C I Gate valve, PTMT push cock, glass panes, SFRC gully gratings ,manhole covers & frames etc. at Pragati Maidan	25 days	3,15,565/-	6,350/-	525/-
2.	Providing of stage made up of wooden chowkies/boards, sofa, cushion chairs, covers for cushion chairs/sofas, view cutters etc. on hire basis	Running contract for one year	4,78,175/-	9,600/-	525/-

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

The following will be additional eligibility criteria for specialised agencies only:

- Who have satisfactorily completed 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 in last 7 years ending last day of the month previous to the one in which the tenders are invited.
- Only technical bids shall be opened on aforesaid date. After evaluation of the technical bids, the financial bids of the selected agencies shall be opened in their presence and representative from F/A Division.

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 30.08.2013** for the tender cost mentioned as above (Non Refundable).

The tender document is also available on our website www.indiatradefair.com & www.eprocure.gov.in and same can be down loaded and used as tender document for submitting the tender. However, the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be enclosed in one envelop to be marked **“Cost of tender & Earnest money”** as well as Registration with the department as mentioned above, PAN Number, TIN Number, 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 the ITPO Premises at Pragati Maidan during 2013-14

SH. Supply of instant road repair Bituminous premix pre-coated aggregate, C I Gate valve, PTMT push cock, glass panes, SFRC gully gratings ,manhole covers & frames etc. at Pragati Maidan, New Delhi

S.No.	Description of item	Qty	Rate	Unit	Amount
1.	Supply and stacking of the following material at store of Pragati Maidan i/c all leads, cartage etc. complete and as per the direction of Engineer in charge. (a) Instant road repair bituminous premix pre-coated aggregate manufactured from 10mm or down graded stone aggregate with 6% (+- 5%) binder content in air tight container/bag of 25 kg duly stitched required for repairing of potholes, road-cuts etc as per manufactures specification complete. (b) Cold road emulsion required for road and other applications in cold state.	6000 Kg. 200 Kg.		Kg Kg	
2.	Supply of C I Gate valve (heavy duty) with CI wheel of approved quality (screwed end) confirming to IS-778 & including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge. a) 25 mm nominal bore	100 Nos.		Each	
3.	Supply of PTMT Push Cock of "Prayag" make or equitant including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge. a. 15 mm nominal bore.	100 Nos		Each	
4.	Supply of glass panes sheet of approved quality and of various cut to sizes at site of work including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge. a) 6.00 mm thick float glass panes b) 5 mm thick Smoke glass panes	60 Sqm 30 Sqm		Sqm Sqm	
5.	Supply and stacking of SFRC manhole cover (HD) HD-20 grade, 100 mm thick & overall size 645 mm dia (overall) of K.K Manhole or equivalent including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge.	5 Nos.		Each	
6.	Supply and stacking of SFRC horizontal gully grating of size 570 x 520 mm (overall) of 65 mm thick of K.K Manhole or equivalent i/c all leads, cartage etc complete.	20 Nos.		Each	
7.	Supply and stacking of SFRC frame of Manhole (HD), overall size 840mm dia & 150 mm total height of K.K Manhole or equivalent including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge.	5 Nos.		Each	
8.	Supply and stacking of SFRC frame of gully grating of overall size 685 x 640 mm & 110 mm total height of K.K Manhole or equivalent i including loading, un-loading, cartage etc. complete and as per the direction of Engineer in charge.	10 Nos.		Each	
9.	Supply of 1 cuft Jamuna Sand filled in plastic cement bag (of 50 kg capacity), duly stitched the opening with required nylon rope i/c placing at different places at Pragati Maidan etc. complete and as per the direction of Engineer in charge.	400 Nos.		Each	
	Total				

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) 2010for 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)

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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)

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