

AMENDED UPTO JAN-2008

GOVERNMENT OF INDIA
India Trade Promotion Organization

STATE Delhi

CIRCLE

BRANCH Works
ZONEDIVISION Electrical
SUB DIVISION AV

√

Percentage Rate Tender/ **Item Rate Tender** & Contract for Works

Tender for the work of: **Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi.**

Supply Installation Fixing maintenance of General Public Address (GPA) system with announcement facility/play back music facility on hire basis in Pragati Maidan New Delhi. (for one year)

(i) To be submitted 1500 hours on 23.9.2013 to
(time) (date)

(ii) To be opened in presence of tenders who may be present at 1530 hours on 23.9.2013 in the office of Manager (Elect.) Room No. 147.

Issued

to:

(contractor)

Signature of officer issuing the documents

Designation: Manager(Elect./AV)

Date of issue:

CPWD

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.

Providing installation fixing GPA

CPWD

A sum of Rs.9000/-/- has been deposited in cash/ DD in the favour of ITPO/scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by 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 no communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Signatures of Contractor
Postal Address

Witness:

Address:

Occupation:

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. : NA

SCHEDULE 'E'

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

| | |
|--|--------------|
| CLAUSE 10 CC | NA |
| 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 & steel)/Electrical construction Xm.....% | N/A |
| Materials-expressed as percent of total value of work. | N/A |
| Component of labour-expressed as per cent of total value of work. Y.....% | N/A |
| 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: **Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi.**

Estimated cost of work:

Rs. _____ 4,50,000 /- _____

(i) Earnest money:

Rs. _____ 9000/- _____

(ii) Performance Guarantee 5% of tendered value

Providing installation fixing GPA

(iii) Security Deposit 5% of tendered value

CPWD

General Rules & Direction:

Officer inviting tender Manager(Elect./AV)

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./AV)

2(viii) Accepting Authority Manager(Elect./AV)

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

2(xi) Standard Schedule of Rates Market rates _____

2(xii) Department _____ ITPO, Pragat Maidan_

9(ii) Standard CPWD contract Form upto_2009_____ CPWD form 7/8 as modified & corrected

Clause 1

- (i) Time allowed for submission of Performance Guarantee
From the date of issue of letter of acceptance 7 days
- (ii) Maximum allowable extension beyond the period
(provided in i) above 15 days

Clause 2

Authority for fixing compensation under clause 2.

_____ GM(Works)_____

Clause 2A

Whether clause 2A shall applicable Yes/No

Clause 5

Number of days from the date of issue of letter
Acceptance for reckoning date of start

Providing installation fixing GPA

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. | | | |
| 2. | | | |
| 3. | N | A | |
| 4. | | | |
| 5. | | | |
| 6. | | | |

Time allowed for execution of work up to One year from date of the award letter or mentioned dates in award letter

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.....As per schedule..... 2.....
- 3..... 4.....
- 5..... 6.....

Clause 10 B(ii)

Yes/No

Whether Clauses 10 B (ii) shall be applicable

Clause 10CA

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

Followed

- 1. _____

- 2. _____

- 3. _____

Providing installation fixing GPA

Clause 10CC

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

Clause 11

Specification to be followed for execution of work _____ as per specification _____

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work 50 %

Deviation limit beyond which clauses 12.2. & 12.3 Shall apply for foundation work

Clause 16

Competent Authority for deciding reduced rates. _____ GM(Works) _____

Clause 18

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

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

Clause 36(i)

| S.N. | Minimum qualification of Technical Representative | Discipline | Designation (Principal Technical/Technical representative) | Minimum experience | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) | |
|------|---|------------|--|--------------------|--------|---|-------|
| | | | | | | Figures | Words |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | N/A | | | | |

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

CPWD

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 2.5% plus only & nil on minus side
- c) Steel Reinforcement and structural steel plus/minus 2%
Sections for each diameter, section and category
- 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 | | |
| 2. | Steel reinforcement | | |
| 3. | Structural Sections | N | / A |
| 4. | Bitumen issued free | | |
| 5. | Bitumen issued at stipulated fixed price | | |

India Trade Promotion Organization
(Electrical / AV Unit)
Corrigendum to Form 7/8 (CPWD) must
be read along with the Pamphlet

| S.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 | Sr. Manager (Electrical/AV) |
| 7. | Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office | Manager (Elect./AV) |
| 8. | Sub-Divisional Officer/Asstt. Engineer | Deputy Manager (AV) |
| 9. | C.T.E. | General Manager (Works) |
| 10. | Admn. Head | C.M.D./OSD(Admn.) |
| 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. |

Providing installation fixing GPA

| | | |
|-----|---|------------------------------------|
| 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./AV)
I.T.P.O.

INDIA TRADE PROMOTION ORGANISATION
(Electrical /AV 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./AV)
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi - 110001

PERFORMA TO BE ATTACHED WITH NIQ

To,

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

Sub: NIT No. 371-ITPO(29)/AV/2013-14 for the work: **Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi.**

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 quotation/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: **Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi.**

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 quotation 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 NIQ.

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 quotation /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 quotation /bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

371-ITPO(29)/AV/2013-14/
INDIA TRADE PROMOTION ORGANISATION
ELECT./AV DIVISION

13.9.2013

Notice Inviting Tender

The Manager (Elect.), Electrical Engineering Division, Room No. 147, India Trade Promotion Organization, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites Item rate sealed tenders from the registered contractor of CPWD, PWD, MES, P&T & NDMC etc. or specialised agencies dealing in the field of Audio Visual (AV) system on hire basis in two bid envelop system (Techno commercial and price bid). 1st envelope should contain self attested copies of satisfactory completion certificates in A.V system arrangement on hire basis for the events, service tax, PAN & attested annual turnover documents and 2nd envelope containing price bid for the following work shall be submitted up to **3.00 PM** on **23.9.2013**. 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.) |
|---------|--|---------------------|----------------------|---------------------|----------------------|
| | Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi. | One year | 4,50,000.00 | 9000/- | 525/- i/c tax. |

Work eligibility criteria is as under:- Average annual financial turnover @30% of the estimated cost during last 3 years ending **31.03.2013**. Experience of having successfully completed similar works during last 7 years ending **31 August, 2013** should be either of the following: (a) three similar works costing not less than **Rs.1,80,000.00 i.e. 40%** of the estimated cost or (b) two similar works costing not less than **Rs.2,70,000.00 i.e. 60%** of the estimated cost Or (c) one similar work costing not less than **Rs.3,60,000.00 i.e. 80%** of the estimated cost (d) similar work means "**A.V System**".

Earnest Money should be deposited through Bank Draft drawn in favour of India Trade Promotion Organization, New Delhi (or) cash deposited with the Cashier in Cash Section (less than Rs. 10,000.00) of ITPO and Bank Draft/Cash Receipt to be sent with the tender while submitting the tender. Conditions and tender form can be obtained from the office of the undersigned between **11.00AM to 4.00PM** on all working days from **13.9.2013 to 20.9.2013** after paying the tender cost mentioned as above (Non Refundable).

The tender document is also available on our website www.indiatradefair.com and same can be down loaded and used as tender document for submitting the tender. However, the documents required 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 and 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. The bank draft for **cost of tender documents and EMD must be drawn up to 23.9.2013.**

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 be rejected.

(Mahipal Singh)
Manager (Elect.)

Copy to:-

SM(E)/M(SK)/M(DPP)/DM(R.Sethi)/website/Notice Board/office copy

Schedule of Work

Name of work: **Providing, installation, fixing, operating and maintenance AV System on hire basis for the events to be held in Pragati Maidan New Delhi.**

| Sl. No. | Description of Items | Qty. (Nos.) | Rate(Rs) per day | Unit each per day | Amount(Rs) |
|---------|--|-------------|------------------|-------------------|------------|
| 1. | Hiring charges for back screen projection size 8feetx10feet with two side black drop curtains on wooden frame | 15 nos. | | each per day | |
| 2. | Hiring charges for back screen projection size 4feetx6feet with two side black drop curtains on wooden frame | 15 nos. | | each per day | |
| 3. | Hiring charges for L.C.D projector resolution4500lumens)for back screen projection or front projection | 30 nos. | | each per day | |
| 4. | Hiring charges for front screen projection size8feetx10feet | 4 nos. | | each per day | |
| 5. | Hiring charges for front screen projection size 4feetx6feet | 4 nos. | | each per day | |
| 6. | Hiring charges for Video-grapey with 3 nos. Digital cameras with on line mixing without tapes | 4 job | | Each job per day | |
| 7. | Costing of digital tapes | 50 nos. | | Each tape | |
| 8. | Conversion Charges of recorded digital tapes to DVD/CD along with blank DVD/CD and jewel box | 10 nos. | | Each tape | |
| 9. | Hiring charges for Video grapey with Digital camera | 05 nos. | | Each job per day | |
| 10. | Hiring charges for LCD TV 42inches with floor stand or full stand | 15 nos. | | Each job per day | |
| 11. | Hiring charges for laptop (installed multimedia, supporting all audio and video formats) and MS Office 2007 and 2010 with operator | 10 nos. | | Each job per day | |

Rates should be quoted exclusive of service tax as applicable.

EXE.(AV)

M(SK)

M(MPS)

Providing installation fixing GPA

CHECK LIST

The agency shall provide the following self attested document along with 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 date of opening of tender.
2. PAN No.
3. Service tax No.
4. 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

2010-2011
2011-2012
2012-2013
5. Experience of satisfactory completion of three similar works costing 40% of estimated cost or Two works costing of 60% of the estimated cost or one work costing of 80% of the estimated cost.

Special Conditions of Tender

- 1) All work connected with the installation of P.A. system shall be coordinated with other cabling and construction works in progress in the fairs, Conferences, meetings, seminars and event areas.
- 2) The successful tender shall be fully responsible for the security of all items of equipment, cabling etc. installed by them and no claim for lose, damage etc. of items belonging to tenderer shall be entertained by the India Trade Promotion Organization.
- 3) The successful tenderer shall be responsible for the good conduct of all staff employed by him and ITPO shall not be responsible for payment of any compensation in the event of accident to the tenderer or his staff in the course of their performing their duties connected with the above work.
- 4) All the works carried out and the service render shall be to the satisfaction of the engineer in charge ITPO. In case of unsatisfactory service the quantum of penalty is imposed by the General Manager shall be final and binding on the contractor.
- 5) The ITPO reserves the right to reject any or all of the quotations/tenders received without assigning any reason.
- 6) The ITPO reserves the right to make changes in the scope of the work after receiving the tenders/quotations.
- 7) The dates on which the various services are required will be communicated to successful tenderer from time to time.
- 8) The P.A. system may be required for a period of one year from date of award letter or mentioned dates in award letter.
- 9) All branded equipment amplifiers, mixers, microphone etc. are to be installed only.
- 10) The tenderer will have to accept all the works asked by ITPO and any refusal or delay in implementation would invite termination of contract without any notice.
- 11) The tenderer should always be prepared to provide facilities at a short notice and as such sufficient stock of equipment should always be maintained.
- 12) The tender/successful tenderer will be rejected/terminated straight way without assigning any reasons if the firm involves any criminal cases, declared blacklisted by any Govt./semi govt./any agency etc.
- 14) Incomplete tender/conditional tenders will not be accepted.
- 15) The tenderer will have to accept all the works asked by ITPO and any refusal or delay in implementation would invite termination of contract without any notice.
- 16.) All disputes and deference and questions arising out of this contract whatever shall be referred to the sole arbitration nominated by the Chairman and Managing Director of the ITPO.

Manager (Elect)

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 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 in his own.
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. 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.
23. The contractor shall obtain the gate pass for the material to be taken out after the completion of the event from ITPO.
24. The agency should submit the prereceipted bill marked with service tax No. on the face of bill.

Manager(Elect.)

Wages

| <u>Category</u> | <u>per day (Rs.)</u> |
|-----------------------------------|----------------------|
| Un-skilled | 297.00 |
| Semi skilled | 328.00 |
| Skilled | 361.00 |
| Non-matriculantes | 328.00 |
| Matriculates but Not Graduates | 361.00 |
| Graduates and above | 393.00 |

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 Notificationdated 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:

1. Party No.1
2. Party No.2