

AMENDED UPTO JAN-2008  
CPWD-7/8

GOVERNMENT OF INDIA  
India Trade Promotion Organization

STATE Delhi

CIRCLE

BRANCH Works

DIVISION Electrical

ZONE

SUB DIVISION AV

√

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

Tender for the work of: 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                       
(time)

**22.6.2012** to  
(date)

(ii) To be opened in presence of tenders who may be present at 1530 hours on 22  
26.6.2011 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:

TENDER

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

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

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

**CPWD**

A sum of Rs..... has been deposited in cash/receipt treasury challan/ DD in the favour of ITPO /deposit at call receipt of a 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:

## ACCEPTANCE

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

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

(i)Corrigendum I & II

(ii)NIT

(iii)Schedule of work and terms & Conditions

(iv)Wages

(v)Agreement copy

For & on behalf of President of India

Signature.....

Dated.....

Designation.....

**SCHEDULES -**

**SCHEDULE 'A'**

Schedule of quantities (Enclosed)                                         yes

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

\_\_\_\_\_

S.No.	Description of item	Quantity	Rates in figures & words at which	Place	of
issue					

The material will be charged to the  
Contractor

1	2	3	4	5
_____				
	N	/	A	

## SCHEDULE 'C'

### Tools and plants to be hired to the contractor

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

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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

N/A

Xm.....%

Materials-expressed as percent of total value of work.

N/A

Component of labour-expressed as per cent of total value of work.

N/A

Y.....%

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

Z...

N/A.....%

## SCHEDULE 'F'

Reference to General Conditions of contract.

**Name of work:** 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)

Estimated cost of work:

Rs. \_\_\_\_\_ 3,96,000 /- \_\_\_\_\_

(i) Earnest money:

Rs. \_\_\_\_\_ 7,920/- \_\_\_\_\_

(ii) Performance Guarantee 5% of tendered value

(iii) Security Deposit 5% of tendered value



General Rules & Direction:

Officer inviting tender                      Manager(Elect./AV)

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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)

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2(viii)    Accepting Authority                      GM (Works)

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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                      CPWD form 7/8 as modified & corrected  
upto\_2008\_\_\_\_\_

**Clause 1**

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

**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

\_\_\_\_\_

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/mentioned 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. \_\_\_\_\_  
\_\_\_\_\_

**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.	Diploma/ITI in sound system/electronics trade		Diploma in in sound system/electronics trade	5 years	two	Rs.1000/-per person per day

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

**CLAUSE 42**

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

(ii) Variations permissible on theoretical quantities.

- a) Cement for works with estimated cost put to Tender not more than Rs. 5 lakhs 3% plus/minus  
  
For works with estimated cost put to tender More than 5 lakhs 2% plus/minus
- b) Bitumen for all works 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		
4.	Bitumen issued free	N	/ A
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

<b>S.No.</b>	<b>FOR</b>	<b>READ</b>
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	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.
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).

M(Elect.)

# INDIA TRADE PROMOTION ORGANISATION

(Elect./A.V Division)

## **Tender Notice**

371-ITPO(19)/AV/2012-13/701

Date 12.6.2012

The Manager (Elect/ AV.), India Trade Promotion Organisation, Room No.147, Annexes Building, Pragati Bhawan, Pragati Maidan, New Delhi, on behalf of CMD invites two part (Technical Bid and Price Bid) applications for the following work from specialized firms dealing for supply, installation, fixing, operating and maintenance of General Public Address(GPA) system with announcement facility/play back music facility on hire basis.. The firm must have (i) Average annual financial turnover above Rupees 1.20 lake in last 3 years ending 31.03.2012(ii) experience of having done hiring works for Govt. Deptt./PSU/ITPO/EPC/ Exhibition Organizers etc. during last 7 years ending 31.03.2012 costing at least one work of Rs.3.17 lake or two works of at least Rs.2.38 lake each or three works of at least Rs.1.59 lake each. Similar work mentioned above refers to similar work of providing General Public Address(GPA) system with announcement facility/play back music facility on hire basis in Pragati Maidan The tender documents will be received up to 3.00PM 22/06/2012 and will be opened on the same day by him (or) his authorized representative at 3.30PM in presence of the tenderers or their representatives.

The Technical bid alongwith Earnest Money & Price bid must be submitted in separate sealed envelope super scribing clearly on the face of the envelope. The Price bids will be opened only of those agencies whose Technical bid will found to be successful. The entire process will be evaluated by a designated committee appointed by the deptt. The opening of Price bids of only successful Technical bidders will be communicated separately.

Name of work	<u>Supply, installation, fixing, operating and 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).</u>
Estimated Cost	<i>Rs.3,96,000/-</i>
Duration of Contract	<i>One year from date of award letter</i>
Earnest Money	<i>Rs.7920/- (to be deposited along with issue of the tender in the shape of cash/DD in favor of (ITPO).</i>
Performance Guarantee	<i>5% of tender value to be deposited before award of work.</i>
Security Deposit	<i>5% of the tendered value.</i>
Cost of Tender(non-refundable)	<i>Rs.500/-(Rupees five hundred only).</i>

Earnest Money will be received along with the application to issue the tender, which may 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. *Conditions and* tender form can be had from the office of the undersigned on production of attested copies of service tax, PAN, EPF No. (Employee Provident Fund Code Number) along with registration & satisfactory completion certificate , between 11.00 AM to 4.00 PM

on all working days from 12.6.2012 to 19.6.2012 after paying the tender cost mentioned as above (Non Refundable).

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

These envelopes i.e., "Technical bid" and "Price Bid" should be put in one envelop having the name of work clearly and submitted to Manager(Elect.), Room No.147 with proper seal. cost of tender documents and EMD downloaded from website must be either deposited by 19.06.2012 or the Bank Drafts toward cost of tender and EMD must be drawn up to 19.06.2012, failing which those would not be considered/opened at all.

The Price bids will be opened only of those agencies qualified to tender in their "Technical bid". In case the tender is not accompanied with the above and tender does not qualify as per the Technical bid, the tender will summarily rejected.

Manager(Elect.)

India Trade Promotion Organisation

Pragati Maidan New Delhi-  
110001

## Schedule of Work

Name of work: Supply, installation, fixing, operating and maintenance of General Public Address(GPA) system with announcement facility/play back music facility on hire basis in Pragati Maidan,New Delhi.

India Trade Promotion Organization

Sl. No.	Description of Items	Qty.	Rate (Rs.)	Unit	Amount in Rs.
	Supply, installation, fixing, operating and maintenance for General Public Address(GPA) system with announcement facility/play back music facility on hire basis in Pragati Maidan, New Delhi.  Make: Ahuja /Soundcrafts/Bosch or equivalent.	ONE JOB (12 Months)		Per Month	

(Electrical/A.V. Unit)

Details Scheme for General Public Address System in Pragati Maidan, New Delhi.

A. 1. **General P.A. system for the whole of fair area**

- This General P.A. System is meant to play back of soft recorded music to cover all the open areas and roads and serve as paging system as well as for making announcements regarding lost and found articles and children and for urgent dissemination of information to participants, visitors and other functionaries of the fair as required.

2. **Central Control Room**

The Central Control Room is located in a room adjacent to Central Control Room in Hall No.1. All equipment like mikes, amplifiers, Mixer/Preamplifiers, CD player, tape player etc. will be located in this Control Room. Adequate electrical power will be available at this point.

3. **Announcement - BOOTH/Room**

A Both/Room has been provided in the Central Control Room in Pragati Maidan

4. **HORNS/COLUMNS Speakers(150Nos.)**

These shall be reflex horn loud speakers/speaker columns (weather proof) are to be mounted on light poles and other fixtures to cover areas of concentration of visitors in the fairs. Approximately 150 Nos. of such loud speakers are required, each of 25/40 watts. The successful tenderers have to provide the **HORNS/COLUMNS** speakers as approved by department, ITPO.

5. **Cabling**

All cabling works to be done between output of amplifiers and **HORNS/COLUMNS**. The cables shall be underground. PVC insulated PVC sheathed copper conductors of adequate rating may be used and buried underground at a sufficient depth or laid in pipes/ducts wherever available.

## **6. Cabling Under Roads**

Some pipes have been provided for taking the cabling across roads at selected points.

## **7. Scheme for over Riding Music with Announcements**

Relay system to cut off music being played over the system by means of a switch in the announcer booths/rooms shall be provided. Monitoring speakers for music also to be provided in the booth/room. These speakers to be cut off by means of over riding switch at the time of making announcements. One pair of headphones to be provided for the announcer to monitor while making announcements.

8. All the horn loud speakers/speakers column (weather proof) are to be mounted on light poles/building are required as approved by the ITPO.

## **9. Period Operation of System**

All installations to be completed and tests carried out to the satisfaction of the ITPO. The General P.A. system have to start functioning for one year from the date of award letter from 10.00AM to 08.00PM daily.

## **10. Scope of Work for General P.A. System for the whole Fairs**

- i) Providing and laying underground all horns/columns loud speakers (weather proof) cabling as per integrated cabling plan for the fair area.
- ii) Providing all amplifiers, microphones relay system, monitoring horns/columns loud speakers, racks for mounting amplifiers, cassette tape recorders/CD players etc.
- iii) Installation of the above:-
- iv) Complete maintenance and operation of all equipment installed and cables laid and providing necessary personnel for the same during the contract period.
- v) A sample of the reflex horn/speaker column loud speakers proposed to be used complete with shall be produced along with the tender.
- vi) Dismantling and removal of equipment and material used within 20 days after issue of notice for the same.

## **11. Suggested details of Technical Specification of Equipment.**

(i) **Horn loud speakers reflex type/speaker columns**

25/40 watt complete with matching driver transformer(25w-16ohms/40w-16 ohms with 100 Volts matching X-former/speaker column with same specifications in presentable condition.

(ii) **Microphones**

These shall be of low/high impedance with its own pre amps.(frequency response:50-15000Hz.Sensitivity(minimum) :2.5mV/Pa) for the announcer booth/rooms. Each mike unit with chime unit shall have its relay unit for cutting off of music being played on the system for over riding announcements as well as cutting off of the monitoring loud speakers in the booth, if required.

(iii) **MIXERS/PREAMPLIFIERS**

There should have sufficient nos. (minimum10 nos.) of inputs to match output of the mikes, one cassette player & one CD player. The output impedance and level of the mixer to match input of boosting amplifiers. The unit should have its own treble and bass control of requisite range.

(iv) **Booster Amplifiers**

These may be of transistor type or I.C./Chip type and shall be in units of about 300 watts output. The total installed capacity of all the output of all units not to be less than 1200 watts. Each booster amplifier shall have its own bass and treble control along with volume control. Output to be fed on distribution line at 100V to match the number any type of loud speaker/ speaker columns connected to each distribution line.

(v) **Distribution of Outputs**

A distribution board shall be provided in the Central Room for checking of audio output of each amplifier. A meter of appropriate range with selector switch shall also be provided for check up of levels in various distribution lines.

(vi) **Noise, Distortion & Frequency Response**

Reasonable flat frequency response over the system in the audio range with negligible distortion and noise. There shall be no rattling noise in the loud speakers.

(vii) **Underground Cabling**

All cabling for loud speakers/columns; mikes etc. shall be underground. Sufficient sleeveings have been provided for crossing all roads. Cables may be of weather proof quality or PVC insulated and the cabling should confirm to the general level alongwith the sides of the road as required.



**(viii)** In the event of pick up of hum & noise in some circuit isolating transformers shall be incorporated in the circuit of cables re-laid as required.

**(ix)** Adequate quantity of amplifiers, loud speakers/ speaker columns (weather proof), cables and other items used in the installation shall be maintained at the fair site for quick replacement of defective items, if necessary. A penalty of Rs.100/- per day will be imposed on non functioning of **HORN Speakers./COLUMNS Speakers.**

### **Other Conditions of Tender**

- 1) All work connected with the installation of G.P.A. system shall be coordinated with other cabling and construction works in progress in the fair and parking 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 loss, 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 General Manager(Works), 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 general P.A. system may be required for a period of one year from date of award letter/mention date in award letter. and the tenders/quotation has to be valid for the above period.
- 8) All branded equipment amplifiers, mixers, microphone etc. are to be installed only.

- 9) All recorded music tapes/CD's/hard disc with prior approval of ITPO to be provided by the party for playback on General P.A. system. The tapes/CD's are required to be replaced after regular intervals.
- 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) In the event of any breach of contract condition. The contract can be terminated without any notice and without any liability on ITPO.
- 12) All disputes and differences 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.
- 13)
  - a) The award of the arbitrator shall be final and binding on the parties to this contract.
  - b) The venue of Arbitration proceedings shall be as decided by the ITPO.
- 14) The tender & terms & conditions duly signed by the contractor, as a token of acceptance.
- 15) All disputes are subject to the jurisdiction of the courts in the N.C.T of Delhi.

Manager (Elect/AV)

## wages

Category	per day (Rs.)
Un-skilled	203.00
Semi skilled	225.00
Skilled	248.00
Non-matriculantes	225.00
Matriculantes but	248.00
Not Graduates	
Graduates and above	270.00

AGREEMENT

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

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

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

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

The same shall be binding on both the parties.

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

Date the

AT New Delhi

**WITNESS:**

1. Party No.1

2. Party No.2

## NOTICE INVITING TENDER

Item rate/percentage rate tender are invited on behalf of the President of India from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railways and ..... State P.W.D.(B&R) or State Govt.'s Department experience of having done hiring works for Govt. Deptt./PSU/ITPO/EPC/ Exhibition Organizers etc. during last 7 years ending 30.03.2012 .....(strike out as the case may be) dealing with building and roads, if there is no state PWD(B&R) for the work of: Supply,installation,fixing,operating and 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).

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.3,96,000.00** This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

1.2.1 Conditions for Non-CPWD contractors only, if tenders are also open to non- CPWD contractors. For works estimated to cost up to Rs. 15 Crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs.10 Lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Note:- For works costing above Rs. 3 Crore but up to Rs. 15 Crore, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors.

For works estimated to cost above Rs.15 Crore.

three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs.10 Lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.

1.2.3 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-

" I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money deposit/Performance guarantee."

2. Agreement shall be drawn with the successful tenderer on prescribed form No. CPWD 7/8 which is available as a Govt. of India Publication. tenderer shall quote his rates as per various

terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be..... from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work shall be made available in parts as specified below:- -----

5. Applications for issue of forms shall be received by...(4 PM) and tender documents shall be issued by.....(4 PM)

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the .....Manager(Electrical).....between hours of 11.00 AM & 4.00 PM from **12.06.2012 to 19.06.2012** everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs.500/-** in cash as cost of tender.

6. (i) Tenders shall be accompanied with earnest Money of **Rs.7,920/-** in cash (upto Rs. 10000/-) / Receipt Treasury Challan/Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of ITPO 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

(ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "tender" and "Earnest Money" respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope means for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the **22.06.2012 up to 3.00PM** and will be opened by him or his authorized representative in his office on the **same day at 3.30**

**PM.** The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any scheduled bank/banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee with the period as indicated in schedule 'F' including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

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

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



Government and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to it self the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
10. Canvassing whether directly or in directly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The Competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender to works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer (Both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of

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

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start date of start of the work, sign the contract consisting of:
- a. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b. Standard C.P.W.D. Form 7/8.

16. For Composite Tenders

16.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

16.1.2 The tender document will include following three components:  
Part A:- CPWD-6, CPWD-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2010 or latest edition as applicable with all amendments/modifications.

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

Part C:- Schedule A to F for minor component of the work,(SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor components(s) of the work.

16.1.3 The tenderer must associate with him self, agencies of the appropriate class eligible to tender for each of the minor component individually.

- 16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).
- 16.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor components(s) shall operate Part C along with Part A of the agreement.
- 16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.
- 16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor components(s).
- 16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 16.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor components(s). Copy of such agreement shall be submitted to

EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

16.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

16.1.12 Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same of the EE of major component for including in the final bill for composite contract.

M(Elect.)