

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: **A.M.C (Comprehensive) (except batteries & antennas) for Motorola make handheld W/T sets, repeater & mobile transreceivers in Pragati Maidan, New Delhi**

**(i) To be submitted** 1500 hours on 02.8.2010 to  
(time) (date)

**(ii) To be opened in presence of tenders who may be present at** 1530 hours on 2.8.2010  
in the office of Sr. Manager (Elect./AV) Room No. 145.

Issued

to: \_\_\_\_\_

(contractor)

Signature of officer issuing the documents

Designation: Sr. 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.....  
Contractor

Signatures of

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



**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. N/A...%	X ...
Component of Steel-expressed as percent of total work. N/A.....%	Xs.....
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:** **A.M.C (Comprehensive) (except batteries & antennas) for Motorola make handheld W/T sets, repeater & mobile transreceivers in Pragati Maidan, New Delhi.**

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Estimated cost of work:

Rs. **86,696/-** \_\_\_\_\_

(i) Earnest money:

Rs. **1734/-** \_\_\_\_\_



**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

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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/date to be mentioned in award.

**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 shown 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 \_\_\_\_\_ 50%

Apply for building work  
\_\_\_\_\_

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.			N/A			
2.						
3.						

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.

Cement for works with estimated cost put to

3% plus/minus

Tender not more than Rs. 5 lakhs

For works with estimated cost put to tender

2% plus/minus

More than 5 lakhs

Bitumen for all works

2.5% plus only & nil on minus side

Steel Reinforcement and structural steel

2% plus/minus

Sections for each diameter, section and category  
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

<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	Sr. Manager (Electrical/AV)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Sr. 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	Shall be applicable to ITPO works.

	and abolition) control rules 1971 section 20 subsection (A) of the contract labour (Regulation and abolition Act 1970).	
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.

**SR. 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).

SR. MANAGER(Elect./AV)  
India Trade Promotion Organisation  
Pragati Bhawan, Pragati Maidan  
New Delhi - 110001

INDIA TRADE PROMOTION ORGANISATION  
(Elect./A.V Division)

No. 373-ITPO(10)/AV/2010-11

21.7.2010

23371608

**TENDER NOTICE**

The Sr. Manager (Elect/AV), Engineering Division, Room No. 145, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of Chairman & Managing Director, ITPO invites sealed item rate tender for the following work from eligible contractors/authorized dealers/ license holder from Ministry of Communications authorizing to undertake the work.. The firm must have (i) Average annual financial turnover above Rupees 26,010/- in last 3 years ending 31.03.2010 (ii) experience of having successfully completed similar works for Govt. Deptt./PSU/ITPO/EPC/Public Sector etc. during last 7 years ending 30.06.2010 costing one work at least Rs.0.70lakh or two works of at least Rs.0.44 lakh each or three works of at least Rs.0.35 lakh each, for the **A.M.C (Comprehensive) (except batteries & antennas) for Motorola make handheld W/T sets, repeater & mobile transreceivers in Pragati Maidan, New Delhi.**

The Technical bid & Financial bid must be submitted in separate sealed envelope superscribing clearly on the face of the envelope. The Financial bids will be opened only of those agencies whose Technical bid found to be successful. The opening of financial bids of only successful Technical bidders will be communicated separately.

The tender documents will be received upto 3.00PM on **2.08.2010** and sealed tenders will be opened(Technical bid) by him or his authorized representative on the same day at 3.30PM.

S. No	Name of work	Time for completion	Estimated Cost in (Rs.)	Earnest Money to be deposited with Technical bid in (Rs.)	Performance guarantee deposit to be deposited before award of work	Security deposit	Cost of Tender (non refundable) In (Rs.)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
1.	Annual maintenance contract (comprehensive (except batteries and Antennas) for Motorola make GP-300/328 Handheld Walkie-Talkie sets, repeater Make GR-300	One year	86,696/-	1734/-	5%	5%	150/-

	- with one mike, mobile transceiver with mike and mobile antenna.						
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In technical bid, the require documents should be submitted with attested copies from CA/Notary for average turnover, work orders /PAN/Service Tax No./VAT etc., as applicable. The earnest money should be deposited along with the Tender (both Technical Bid and Financial Bid) through Bank Draft/cash drawn in favour of India Trade Promotion Organization, New Delhi. The tender of contractor who do not deposit the Earnest Money in the aforesaid manner shall be summarily rejected. Other terms and conditions are as per the tender.

The tender document, schedule of work, terms and conditions are also available on our **website** [www.indiatradefair.com](http://www.indiatradefair.com) and same can be down loaded and used as tender documents for submitting the tender. However, the cost of tender and earnest money are also to be paid in the shape of Demand Draft issued in favour of ITPO and to be enclosed with the tender(in Technical Bid) while submitting the tender. The tender documents can be had on all working days on written request between 11.00AM to 3.00PM up to **30.07.2010** from the office on payment of tender cost mentioned above (non-refundable) in cash

In case the tender is not accompanied with the valid demand draft for the cost of tender document and Earnest money, the tender will be summarily rejected. ITPO reserves the rights to reject all or any of the offer without assigning any reason there of at any stage..

Sr. Manager (Electrical/AV)

India Trade Promotion Organization  
(Electrical/AV Unit)

**Schedule of work**

**Name of Work: A.M.C (Comprehensive) (except batteries & antennas) for Motorola make handheld W/T sets, repeater & mobile transreceivers in Pragati Maidan, New Delhi.**

Sl. No.	Description of Item	Qty.	Rate (Rs.)	Unit	Amount (Rs.)
1. 1.	A.M.C.: Motorola make, Model- GP-300/GP-328, 5W, Handheld W/T sets with chargers (except battery & antenna).	53 No.		Each/ per month	
2.	A.M.C :Repeater Model: GR300 with mike	One Set		Each set per month	
3.	A.M.C: Mobile transreceiver complete with mike (fitted in security jeep)	One Set		Each set per month	

Rates should be quoted exclusive of service tax.

Sr. Manager(Electrical/AV)

## TERMS & CONDITIONS

1. The rates offered should include the transportation charges etc. The agency should be an authorized dealer for M/S Motorola or license holder from Ministry of Telecommunication authorizing to undertake this work. Documentary evidence to this effect must be enclosed with their quoted rates.
2. The rates offered should be valid for 90 days from the date of opening of quotation.
3. Payment will be made quarterly after satisfactory service has been rendered by the Contractor.
4. The agency will send their engineer once in a month for checking up the equipments.
5. The agency will cover the accessories also which are part & parcel of equipment in case the breakdown, If the contractor fails to restore communication system within 8 hours of its intimation to the agency, the work will be got done by ITPO at their risk and cost of agency.
6. ITPO reserve the rights to reject any and all the quotations with any assigning any reason whatsoever.

Sr. Manager(Electrical/AV)

## **wages**

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