

**N. I. T.**

**Name of work:- Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road.**

**INDEX**

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Certified that this N.I.T. contains page **1 to 27 (One to Twenty Seven only)**

This N.I.T. is approved for **Rs.7,35,000/-** (Rupees Seven Lakh Thirty Five Thousand Only).

NIT No. DTU/Engg.Cell/2021-22/04

**Junior Engineer (Civil)**  
**DTU**

**Executive Engineer**  
**DTU**

# **PART -A**

**PRESS NOTICE (E-TENDERING)**

The Executive Engineer, DTU, Shahbad Daulatpur, Bawana Road, New Delhi invites on behalf of Delhi Technological University online **Percentage Rate bids** from the **Specialized Agencies** by e-tendering process for the following work:-

**Name of work** : Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road.

N.I.T. No. : **DTU/Engg.Cell/2021-22/04**

Estimated Cost Put To Tender : **Rs.7,35,000/-**

Earnest Money : Relaxation for Earnest Money Deposit as per OM No.F-9/14/2020-PPD dated 12.11.2020.

Period of Completion : **60 Days**

Last date and time of submission of bid : 15:00 PM on 10.09.2021

**The bid forms and other details can be obtained from the website [www.dtu.ac.in](http://www.dtu.ac.in).**

**Note:** Bidders are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updated thereof, if any. An incomplete application may be liable for rejection.

**Junior Engineer**  
DTU

**Executive Engineer**  
DTU

**INFORMATION AND INSTRUCTION FOR CONTRACTORS FOR E-TENDERING**  
(Applicable for inviting open tenders)

The Executive Engineer, DTU, Shahbad Daulatpur, Bawana Road, New Delhi invites on behalf of Delhi Technological University online **Percentage Rate bids** from the **Specialized Agencies** for the following work of:-

S. No.	NIT No	Name of work & location	Estimate cost put to tender	Earnest Money	Period of completion	Last date & time of submission of tender	Time & date of opening of tender
1	<b>DTU/Engg. Cell/2021-22/04</b>	Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road.	<b>Rs.</b> <b>7,35,000/-</b>	Relaxation for Earnest Money Deposit as per OM No. F-9/14/2020-PPD dated 12.11.2020.	60 Days	10.09.2021 <b>UP TO 15:00 PM</b>	10.09.2021 <b>AT 15:30 PM</b>

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

Certificate of execution of similar nature \*works during last 7 years ending previous day of last date of submission of bids. of one work valuing Rs.5.88 lakh or two work valuing Rs.4.41 lakh or three works valuing Rs.2.94 lakh issued not below rank of Executive Engineer or equivalent must scan, upload on portal. 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 submission of bid.

**Definition of Similar work:-**

**‘Similar work’ shall mean works of “Preparation of detailed Architectural working drawings, Structural Design along with its structural drawings of R.C.C framed structure” with any Central /State Government Department/Central Autonomous Body/ State Autonomous Body/ Central Public Sector Undertaking.**

2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.eprocurement.com> or <http://www.dtu.ac.in> free of cost.

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

4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

5. The intending bidder must have valid class-III digital signature/ valid digital signature to submit the bid.

6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

7. Contractor can upload documents in the form of JPG format and PDF format.

8. Contractor must ensure to quote rate of item.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. Contractor should quote the rate including GST as per Govt. norms, nothing to be reimbursed against GST directly.

10. Location of execution of work is Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110042.

11. The bidder should have office in Delhi, NCR.

12. Contractor should coordinate with staff of DTU during the execution of work and execute work as per convenient of DTU staff.

13. Penalty will be imposed if contractor fails to complete the project within stipulated period of time. Penalty will be decided by the competent authority of DTU.

14. Contractor should submit the drawing of each layout on **A0** sheet and **10 sets** of each drawing showing floor plans, door windows, partition with type of partition (brick, wooden, aluminium, glass or any other materials) with marking of location/route of fire fighting pipeline & other fixtures like fire sprinkler in different colour.

15. Contractor should submit all drawings in cadd format as well as pdf format in pen drive and CDs.

16. Contractor should quote the rate inclusive of all taxes like GST etc. Nothing extra shall be paid on this account.

## **CPWD-6 (for e-Tendering)**

1. Online Percentage Rate bids are invited on behalf of the Delhi Technological University from the Specialized Agencies for the work of “Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road”. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of bids.

Certificate of execution of similar nature \*works during last 7 years ending previous day of last date of submission of bids. of one work valuing Rs.5.88 lakh or two work valuing Rs.4.41 lakh or three works valuing Rs.2.94 lakh issued not below rank of Executive Engineer or equivalent must scan, upload on portal. 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 submission of bid.

### **Definition of Similar work:-**

‘**Similar work**’ shall mean works of “Preparation of Architectural drawings, Structural Design along with its structural drawings of R.C.C framed structure” with any Central /State Government Department/Central Autonomous Body/ State Cent Autonomous Body/ Central Public Sector Undertaking.

1. **1.1** The work is estimated to cost **Rs.7,35,000/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD-7 of GCC Construction Works 2020 (or other Standard Form as mentioned) with up to date amendments, which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. List of Documents to be scanned and uploaded within the period of bid submission:
  - I. Scanned copy of **registration with Architect Council** of India for Architect.
  - II. Scanned copy of **PAN Card**.
  - III. Scanned copy of **GST registration** certificate under GST.
  - IV. Scanned copy of **acknowledgement and latest return filed in GST** up to June-2021
  - V. Scanned copy of duly filled **Performa for Earnest Money Deposit** Declaration at Page-9
  - VI. Scanned copy of Completion Certificate for similar works undertaken and should be signed by an officer not below the rank of Executive engineer or Equivalent as mentioned below:-
    - a) Three similar works each cost not less than 40% of Estimated Cost or two similar works each cost not less than 60% of Estimated Cost or one similar work costing not less than 80% of Estimated Cost.

Note: No cutting/over writing shall be allowed in Treasury Challan/Demand, Draft/Pay order of Banker’s Cheque/ Deposit at Receipt /Bank Guarantee of any scheduled Bank. If found so, their bid will be rejected.

4. The time allowed for carrying out the work will be **60 Days** from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. The site for the work is available but work is to be executed as per convenience of DTU.
6. Bid documents consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen and downloaded from website <http://www.dtu.ac.in> or [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) free of cost.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
9. Copy of enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the **lowest bidder only** within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has scanned and uploaded prescribed format (enclosed) of Earnest Money Deposit and other documents, are found in order.

**10.** The bid submitted shall be opened at 15:30 PM on 10.09.2021

**11.** The bid submitted shall become invalid if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload all the documents (including GST registration & required under taking) as stipulated in the bid documents.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.

(iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

**11.** The contractor whose tender is accepted will be required to furnish performance guarantee @3% (Three percent) of the bid 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 of Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

**12.** Intending 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 circumstance which may influence or effect 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 tenderes shall be responsible for arranging and maintaining at his own cost all materials, tools and 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 tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

**13.** 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 itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

**14.** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing will be liable to rejection.

**15.** The competent authority on behalf of Delhi Technological University 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.

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

**17.** The bid for the works shall remain open for acceptance for a period of **Sixty days (60)** from the date of opening of bids. 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 tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to **forfeit 50%** of the said earnest money as aforesaid. Further the tenders shall not be allowed to participate in the re-tendering process of the work.

**18.** This Notice inviting bid shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

(a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any,  
Correction = Nil, Insertion = Nil, Overwriting = Nil, Deletion = Nil, J.E. (C)

forming part of the tender as uploaded at the time of invitation of tender and rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7 of GCC Construction WORKS 2020 (or other Standard C.P.W.D. Form as applicable).

**19.** Recovery on account of GST/ Labour welfare Cess/ work contract tax/ income tax/ Sur-charge etc. shall be deducted from the bills of contractor against the amount payable to contractor for work.

**Executive Engineer  
DTU**

**ANNEXURE-A.****Office Memorandum No. DG/CON/Misc./13 Dated 23.11.2020****EARNEST MONEY DEPOSIT DECLARATION**

Whereas, I/we ..... (name of agency) ..... have submitted bids for  
 ..... (name of work) .....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for DTU tenders from date of issue of suspension order.

**Signature of the contractor(s)**

**Guidelines / Procedure to be followed in introduction of 'e'- procurement Solution**

**1. Submission of Bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.Delhi.gov.in>. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.Delhi.gov.in>. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.

**2. Price Bid Opening:** The price Bids will be opened online by the Executive Engineer DTU, Delhi-42 at the specified date & time and the result will be displayed on the <https://govtprocurement.Delhi.gov.in> which can be seen by all the bidders who participated in the tenders.

**3. Processing of Tenders:** The concerned officer / officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.

**4. Payment of performance Guarantee:** The bidder whose tender is accepted will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the form of DD / FDR / guarantee bonds of any scheduled bank draw in favour of **Registrar, DTU, New Delhi**.

**5. Participation of Bidders at the time of opening of bids :** Bidders have two options to participate in tendering process at the time of opening of Bids

(i) By physical presence

(ii) Bidders can visualize to process online.

**6. Participation Financial Rules for e-procurement:** The e-procure system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs / PWD manual.

**7. Signing of agreement:** After the award of the contract, an agreement may be signed as done in Conventional Tenders

**8.** To download the general contract condition Maintenance Works-2020 (i.e. GCC-2020) following link may be followed: [www.cpwd.gov.in>publication>GCC-2019](http://www.cpwd.gov.in/publication/GCC-2019).

Executive Engineer, DTU.

**PROFORMA OF SCHEDULES*****SCHEDULE 'A'***

Schedule of quantities (as per DTU) Pages (civil work):-

<b><u>SCHEDULE 'D'</u></b> Extra schedule for specific requirements/ document for the work, if any.	As mentioned in tender documents.
<b><u>SCHEDULE 'E'</u></b> Reference to General Conditions of contract.	“General conditions of contract for CPWD-Works 2020(Maintenance Works)” amended / modified upto the last date of uploading the tender.”
Name of Work	Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road
Estimated cost of work	Rs.7,35,000/-
Earnest money	Relaxation for Earnest Money Deposit as per OM No. F-9/14/2020-PPD dated 12.11.2020.
Performance guarantee	3% of tendered value
Security deposit	2.5% of tendered value
<b><u>SCHEDULE 'F'</u></b> <b>GENERAL RULES &amp; DIRECTIONS:</b>	
Officer inviting tender	<b>Executive Engineer, DTU Bawana Road, Delhi.</b>
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:	As per Clause 12 see below
<b>Definitions:</b>	
2(v) Engineer-in-Charge	<b>Executive Engineer, DTU Bawana Road, Delhi.</b>
2(viii) Accepting Authority	<b>Hon'ble Vice Chancellor, DTU, Bawana Road.</b>
2(x) Percentage on cost of materials and labour to cover all overheads and profits:	<b>15%</b>
2(xi) Standard Schedule of Rates	<b>D.S.R. 2016</b> with correction slips issued up to previous day of the last date of submission of tender.
2(xii) Department	Delhi Technological University
9(ii) Standard CPWD Contract Form	<b>GCC construction works-2020</b> , CPWD form 7 as modified & corrected up to previous day of the last date of submission of tender
<b><u>Clause:-1</u></b>	

(i) Time allowed for submission of performance guarantee, programme chart (time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	7 days		
(ii) Maximum allowable extension with late fee at 0.1% per day of performance guarantee amount beyond the period provided in (i) above	3 days		
<b>Clause 2</b>			
Authority for fixing compensation under clause 2	Hon'ble Vice Chancellor, DTU		
<b>Clause 2A</b>			
Whether Clause 2A shall be applicable	<b>Not Applicable</b>		
<b>Clause 5</b>			
Number of days from the date of issue of letter of acceptance for reckoning date of start.	<b>07 Days</b> From the date of handing over of the site notified by the Engineer-in-charge Whichever is later		
<b>Mile stone(s) as per table given below:- Not Applicable</b>			
<b>Time allowed for execution of work</b>	<b>60 Days</b>		
<b>Authority to decide:</b>			
(i) Extension of time	Hon'ble Vice Chancellor, DTU		
(ii) Rescheduling of mile stones	Hon'ble Vice Chancellor, DTU		
(iii) Shifting of date of start in case of delay in handing over of site	Hon'ble Vice Chancellor, DTU		
PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site			
<b>(a) Schedule of handing over of site:-</b>			
<b>Part</b>	<b>Portion of Site</b>	<b>Description</b>	<b>Time Period for handing over reckoned from date of issue of letter of intent</b>
Part A	Portion without any Hindrance	NA	NA
Part B	Portions with Encumbrances	N/A	N/A
Part C	Portions dependent on work of other agencies	N/A	N/A

**Clause 6**

: Computerized measurement to be submitted by agency

**Clause 7**

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for : Rs. 1.00 lakh or reasonable part thereof being eligible to interim Payment to facilitate to facilitate.

: **Rs.5,00,000/-****Clause 7A**

Whether Clause 7A shall be applicable

: Yes

**Clause 10B (ii)**

Whether Clause 10 B(ii) shall be applicable

: **Not Applicable****Clause 10C:** Not Applicable**Clause 10CA and 10CC :** Not Applicable

<b><u>Clause 11</u></b>	
Specifications to be followed for execution of work	CPWD Specifications 2019, Volume-I and II with correction slips issued up to previous day of the last date of submission of e-bid (Herein after called CPWD specifications also) <b>and upto date MORTH specification</b> and manufacturer's specification wherever applicable.
<b><u>Clause 12</u></b>	
Authority to decide deviation upto 1.5 times of tendered amount	<b>Not Applicable</b>
Type of work	<b>Survey/ Architectural Work</b>
<b><u>12.2. &amp; 12.3</u></b> Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work in superstructure	: <b>No Limit</b>
<b><u>12.5</u></b> (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)	: <b>No Limit</b>
(ii) Deviation limit for items in earth work Sub Head of DSR or related items	: <b>No Limit</b>
<b><u>Clause 16</u></b>	
Competent authority for deciding reduced rates.	<b>Hon'ble Vice Chancellor, DTU</b>
<b><u>Clause 18</u></b>	
List of mandatory machinery, tools & plants to be deployed by the contractor at site:-	As per site requirement & direction of Engineer-in-Charge
<b><u>Clause 19 C</u></b> authority to decide penalty for each default	<b>Hon'ble Vice Chancellor, DTU</b>
<b><u>Clause 19 D</u></b> authority to decide penalty for each default	<b>Hon'ble Vice Chancellor, DTU</b>
<b><u>Clause 19 G</u></b> authority to decide penalty for each default	<b>Hon'ble Vice Chancellor, DTU</b>
<b><u>Clause 19 K</u></b> authority to decide penalty for each default	<b>Hon'ble Vice Chancellor, DTU</b>
<b><u>Clause 25</u></b>	
<b>Constitution of Dispute Redressal Committee (DRC)</b>	<b>Competent authority to appoint DRC</b>
DRC shall constitute one chairman and two members	As appointed By Hon'ble V.C.
Committee	As appointed By Hon'ble V.C.

**Executive Engineer/DTU**

**Integrity Pact**

To, .....  
.....  
.....

Sub: NIT No ..... for the work

Dear Sir,

It is here by declared that DTU is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer/DTU

**Integrity Pact**

To,

Executive Engineer,

.....  
.....

Sub: Submission of Tender for the work of.

Dear Sir,

I/We acknowledge that DTU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DTU.**

### **INTEGRITY AGREEMENT**

This Integrity Agreement is made at..... on this ..... day of..... 20 .....

#### **BETWEEN**

Delhi Technological University represented through Executive Engineer,

(Name of Division)

DTU,....., (Hereinafter

referred as the

(Address of Division)

**'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### **AND**

(Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) **"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### **Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No .....)

(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or

is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the

Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

#### **Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner) (For and on behalf of Bidder/Contractor)

WITNESSES:

1.....  
(signature, name and address) 2.....  
(signature, name and address)

Place: Dated :

## **PART-B**

BRIEF DETAILS AND SCOPE OF WORK.

Name of Work:- Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road as per detail below:-

S.No.	Description of Items
1.	<b>Scope of Work:-</b> Conduction physical measurements of buildings and preparation of building floor plan on auto-cad showing floor plans, door windows, partition with type of partition (brick, wooden, aluminium, glass or any other materials) with marking of location/route of fire fighting pipeline & other fixtures like fire sprinkler. Providing area calculations sheet of each building & Floor wise. Also, providing three sets of hard copy and soft copy in pen drives with auto-cad files. (Approx Area:- 1,50,000/-)

**Form of Performance Security (Guarantee) Bank Guarantee Bond-Format - I**

In consideration of the Delhi Technological University (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ..... and

..... (hereinafter called "the said Contractor(s)") for the work.....(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a

security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees ..... Only) on demand by the Government.

2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees .....only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, .....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We,..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, .....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the.....day of

.....for.....(indicate the name of the Bank)

**Form of Performance Security (Guarantee) Bank Guarantee Bond- Format -II**

In consideration of the Delhi Technological University (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between .....and

..... (hereinafter called....."the said Contractor(s)") for the work  
 .....(hereinafter called "the said agreement") having agreed to  
 production of an irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) as a  
 security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, .....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees..... Only) on demand by the Government.
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, .....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the

Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ....  
(Rupees .....)

**PART-C**

### Schedule of Work

**Name of work:** Preparation of Drawing / layouts showing the detailing of building floor plan at DTU main campus, Bawana Road.

S.No.	Description of Items	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1.	<p><b>Scope of Work:-</b>            Conduction physical measurements of buildings and preparation of building floor plan on auto-cad showing floor plans, door windows, partition with type of partition (brick, wooden, aluminium, glass or any other materials) with marking of location/route of fire fighting pipeline &amp; other fixtures like fire sprinkler. Providing area calculations sheet of each building &amp; Floor wise. Also, providing ten sets of hard copy in A0 and soft copy in pen drives with auto-cad files.</p>	1,50,000	Per Sq.mtr.	4.90	Rs.7,35,000/-
				<b>Total</b>	<b>Rs.7,35,000/-</b>

**J.E. - Civil**

**Executive Engineer/DTU**