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**Name of Work:** SITC of Synthetic court for tennis court 3 nos and basketball 2 nos in outdoor court (sport complex) at Delhi Technological University, Bawana Road, Delhi.

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**NIT APPROVAL**

Name of Work : SITC of Synthetic court for tennis court 3 nos and basketball 2 nos in outdoor court (sport complex) at Delhi Technological University, Bawana Road, Delhi.

Head of Account	:-	<b>Facility and services charges</b>
Estimated Cost	:-	<b>Rs 31,75,200/-</b>
Earnest Money	:-	<b>Rs. 63,504/-</b>
Security Deposit	:-	<b>2.5% of Gross Value of the Bill</b>
Performance Guarantee	:-	<b>5% of Accepted value of work</b>
Time allowed	:-	<b>02 Month</b>

NIT approved amounting to **Rs. 31,75,200/- (Thirty-One Lac Seventy-Five Thousand Four Two Hundred Only).**

Exécutive Engineer



**ENGINEERING CELL**  
**Delhi Technological University**  
 Shahbad Daulatpur, Bawana Road, Delhi – 110042

**NOTICE INVITING TENDER**

The Executive Engineer, DTU invites item rate tender on behalf of Delhi Technological University, Delhi, from Manufacturer/ Authorized agencies of OEM or their authorized distributors /Supplier/Agents/channel/ partners who executed the work as per the guardline of international tennis federation and material approved by ITF only:

Name of Work: SITC of Synthetic court for tennis court 3 nos and basketball 2 nos in outdoor court (sport complex) at Delhi Technological University, Bawana Road, Delhi.

Estimated Cost:-	<b>Rs. 31,75,200/-</b>
Earnest Money	<b>Rs. 63,504/-</b>
Time Allowed	02 Month
Start Date for Online submission of tender	Upto 16.00 hours on 03/11/2017
Date & Time of opening of Technical Bid	At 15.00 hours on 20/11/2017
Date & Time of opening of Price Bid	At 15.30 hours on later on A/A
NIT No.	DTU/EC/1592/Electrical/2017
Tender ID	2017_DTU_ _1

1. Earnest money in the form of DD/FDR at call receipt of a schedule bank/ fixed deposit receipt of a schedule bank/ Demand Draft of a scheduled bank issued in favour of the **Registrar DTU, New Delhi**. Shall be scanned and uploaded to the e-tendering website within the period of bid submission. DD/FDR for EMD (Bid security) as well as signed copies of above mentioned documents shall be deposited in the tender box placed in Administrative Block, DTU Delhi-42 for The same before 1500 hrs. on the last day fixed for uploading of bids failing which their bids shall not be evaluated opened.
  - 1.1 Firms/ Agencies should be registered with GSTIN by Govt. of India/Delhi & must submit the scan copy of document.
  - 1.2 Lowest bidder have to submit the PG as per the term and condition of the NIT for period of one year

**Exécutive Engineer**

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Correction.....  
 Deletion.....  
 Insertion.....

**INSTRUCTION TO CONTRACTOR**

The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications and other terms and conditions given in the NIT and drawing. The tenderer should also read the General Conditions of Contract for CPWD Works Manual 2014 with upto date correction slips, which is available as Government of India Publications, however provisions included in the tender document shall prevail over the provisions contained in the standard form. The set of drawings and NIT shall be available with the Executive Engineer, Delhi Technological University, Shahbad Daultpur, New Delhi. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while filling the tender. They are requested to comply following instructions.

Tenders with any condition including that of conditional rebates shall be rejected forthwith.

The successful tenderer shall be required to submit a performance guarantee of 5% (Five percent) of the agreement amount within 15 days of issue of letter of acceptance. This period can be further extended by Engineer-in-Charge upto a maximum period of 7 days on the written request of the contractor.

GSTIN, etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rated considering all such taxes.

**GOVERNMENT OF NCT OF DELHI  
DELHI TECHNOLOGICAL UNIVERSITY,  
NOTICE INVITING TENDER**

1. Item rate e-tenders are invited on behalf of the Delhi Technological University from **as per nit** for the work of “**as per nit**”
  - 1.1 The tenderer shall submit the offer under **two bid systems i.e. Technical Bid and Financial Bid.**  
The following documents:
    - (i) Scanned copy of Earnest Money in the favour of **Registrar, Delhi Technological University, Shahbad Daulatpur, New Delhi.** The time and date of closing of the bid should be submitted through e-tendering only. It is mandatory.
    - (ii) Scanned copy of GSTIN Number as issued by Govt of India /Govt of Delhi to be submitted before the time and date of closing of the bid through e-tendering only. It is mandatory.
    - (iii) All the works should be in Central Govt./ State Govt./ Central Govt. Public Sector Undertaking/State Govt. Public Sector undertaking/City Development Authority / Municipal Corporation of city formed under any act by Central/State Government and published in Central/ State Gazette/ Autonomous Body and Institutions/ Private Ltd companies//Reputed Private Sector. They should have satisfactorily completed similar work for the above mentioned work. The firm should have carried out all the completed work the above mentioned work in reputed private sector as per the **international standard approved by ITF** for aggregate value not less than specified below.
      - Three works costing not less than 40% of estimated cost.
      - Or
      - Two works costing not less than 60% of estimated cost.
      - Or
      - One work costing not less than 80% of estimated cost.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 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 As per NIT from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. Tenders forms can be down loaded upto ..... (16.00 AM)  
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 Executive Engineer, Delhi Technological University, Shahbad Daulatpur, New Delhi between hours of 11.00 AM & 3.00 PM from ..... to ..... every day except on Sundays and Public holidays. Tender documents, excluding standard form, can be downloaded from the website <https://delhi.govtprocurement.co.in> free of cost and deposited along the following: -
6. Earnest money in the form of fixed deposit receipt of a schedule bank/ Demand Draft of a scheduled bank issued in favour of Registrar DTU, New Delhi. Shall be scanned and uploaded to the e-tendering website within the period of bid submission.
7. Tenders will be received online by the Executive Engineer, Delhi Technological University, Shahbad Daulatpur, New Delhi Delhi upto 03.00 PM on \_\_\_\_\_ and technical bids will be opened online by him or his authorized representative in his office on the same day and on \_\_\_\_\_ at 03.30 PM.

8. 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/ Bankers'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.
9. The description of the work as follows: **As per Schedule of work.**  
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 tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
10. The competent authority on behalf of the Delhi Technological University does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected. The public enterprises who avails benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
- 11.. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The competent authority on behalf of the Delhi Technological University reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to tender for works in the CPWD (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 and Junior 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 Gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. 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 two years after his retirement from Govt. Service without previous permission of the Govt. 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 Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Govt. shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
16. The Notice Inviting Tender shall form a part of the contract document. The successful Tenderer / Contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract consisting of: -
- a) The Notice Inviting Tender, all the documents including additional conditions, 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.

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Correction.....  
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- b) Standard C.P.W.D. Form 8.
17. For composite tenders
- 17.1.1 The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.
- 17.1.2. It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The Schedule of quantities, conditions and special conditions etc.)
- 17.1.3. After the work is awarded, the contractor will have to enter into separate agreements for each component with the officer concerned.
- 17.1.4 Executive Engineer in charge of minor component shall make interim payments in respect of minor component of work. Executive Engineer in charge of the major component shall make the payment against final bill of the composite contract.
- 17.2 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. 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.
- 17.3 On acceptance of the composite tender by the competent authority the letter of award will be issued by the Executive Engineer in charge of the major competent on behalf of the Delhi Technological University , making it clear of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

**GOVERNMENT OF NCT OF DELHI  
DELHI TECHNOLOGICAL UNIVERSITY**

STATE DELHI  
BRANCH E & M  
Electrical

CIRCLE- E Cell  
DIVISION -

**Item Rate Tender & Contract for Works**

Tender for the work of:- **As per nit.**

- (i) To be submitted by **3.00 P.M.** hours on \_\_\_\_\_ to Executive Engineer, Delhi Technological University, Shahbad Daulatpur, New Delhi (time) (date)
- (ii) Eligibility criteria to be opened at **3:30** PM on \_\_\_\_\_ in the office of Executive Engineer, Delhi Technological University, Shahbad Daulatpur, New Delhi. Price Bid shall be opened at **03:30** PM on \_\_\_\_\_ in the office of Executive Engineer, Delhi Technological University, Shahbad Daulatpur, New Delhi.

**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 Delhi Technological University 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 respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. as per nit is hereby forwarded in Cash/ Receipt Treasury Challan/Deposit at call receipt of a Scheduled Bank/fixed deposit receipt of scheduled bank/demand draft of 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 Delhi Technological University 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 Delhi Technological University 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 Clauses 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 re-tendering process of the work.

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I/We hereby declare that I/We shall treat documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information /derived there from to any person other than a person to whom I/We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....

Signature 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 Delhi Technological University for a sum of Rs.

\_\_\_\_\_ (Rupees

\_\_\_\_\_) The letters referred to below shall form part of this contract

Agreement:-

- a)
- b)
- c)

For & on behalf of the Delhi Technological

University.

Signature \_\_\_\_\_

**Dated .....**      **Designation \_\_\_\_\_**

**SCHEDULES****SCHEDULE 'A'**

Schedule of quantities (Enclosed.)

**As per Schedule attached (Page 14)****SCHEDULE 'B'**

Schedule of materials to be issued to the contractor free of cost.

S. No.	Description of Item	Quantity	Recovery rates in figures & words at which the material will be charged to the contractor.	Place of Issue
1	2	3	4	5

-N/A-

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor.

S.No.	Description	Hire charges per day.	Place of Issue
1	2	3	4

NOT APPLICABLE

**SCHEDULE 'D'**

Extra schedules for specific requirements / documents for the work, if any.

- Enclosed -

**SCHEDULE 'E'**

Schedule of component of Cement, Steel, Other Materials, Labour etc. for price escalation.

**SCHEDULE 10 'C'**

Schedule of labour rates etc for price escalation

- Not Applicable.

**CLAUSE 10 CC**

Component of Cement expressed as per cent of total value of work Xc	<b>Not Applicable</b>
Component of Steel expressed as per cent of total value of work Xs	<b>Not Applicable</b>
Component of Materials expressed as per cent of total value of work Xn	<b>Not Applicable</b>
Component of Labour expressed as per cent of total value of work Y	<b>Not Applicable</b>
Component of POL expressed as per cent of total value of work Z	<b>Not Applicable</b>

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**SCHEDULE 'F'**

Reference to General Conditions of contract 2014.

Estimated cost of work. : Rs. As per NIT/-(i) \_\_\_\_ Earnest Money : Rs. As per NIT

(ii) Performance Guarantee: 5% (Five percent) of accepted value of work for a period of one year.

(iii) Security Deposit: 2.5% (Two decimal Five percent) Gross Value of the Bill.

**GENERAL RULES & DIRECTIONS:**

Officer inviting tender	Executive Engineer
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	DTU campus, Delhi
	See below.

**Definitions:**

2 (v) Engineer –in – charge	Executive Engineer, DTU campus, Delhi
2 (viii) Accepting Authority	Executive Engineer, DTU campus, Delhi
2 (x) Percentage on cost of materials and labour to cover all overheads and profits.	15 %
2 (xi) Standard Schedule of Rates.	Market Rates
2 (xii) Department	Autonomous (Delhi Govt.)

**9 (ii) Standard CPWD Form upto date.**

**CPWD form 8 as modified & corrected**

**Clause 1**

i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance, in days	<u>15 Days</u>
ii) Maximum allowable extension beyond the period provided in i) above in days	<u>7 Days</u>

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Correction.....  
Deletion.....  
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Authority for fixing  
Compensation under Clause 2.

Vice Chancellor  
Delhi Technological University  
New Delhi

**Clause 2 A**

Whether Clause 2 A shall be applicable

Not applicable

**Clause 5**

Number of days from the date of issue of letter  
Of acceptance for reckoning date of start

07\_days

**Miles Stone(s) as per table given below:-****TABLE OF MILE STONES (S)**

S.No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with - held in case of non achievement of milestone.
1.	Supply of Material Site	1 Month	2% of gross value of the Bill
2.	Installation, Testing, Commissioning and Handing over	1 Month	2% of gross value of the Bill
<b>AS PER TERMS AND CONDITION</b>			

**OR**

S.No.	Financial Progress	Time Allowed (from date of start)	Amount to be with - held in case of non achievement of milestone.
<b>AS PER TERMS AND CONDITION</b>			

Time allowed for execution of work

02 months

**Clause 6**

Clause applicable (6, 6A)

The Clause 6A applicable for the work whose  
Estimated Cost put to tender is Rs. 15 Lakh & above

**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 being  
eligible to interim payment.

**Clause 10 A**

List of testing equipment to be provided by the contractor at site lab.

Not applicable.

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Correction.....  
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Insertion.....

**Clause 10 B (ii)**

Whether Clause 10 B (ii) shall be applicable

Not applicable

**Clause 10 CA**

Material covered under the Clause

Not Applicable

**Clause 10 CC**

Clause 10 CC to be applicable in contracts  
With stipulated period of completion exceeding  
The period shown in next columns.

\_\_\_\_N/A\_\_\_\_

**Clause 11**Specifications to be followed  
execution of workAs per CPWD General Specification for  
Works\_\_\_\_\_As per Gen. electrical specifications 2013  
amended upto date**Clause 12**

12.2 &amp; 12.3

Deviation limit beyond which  
Clause 12.2. & 12.3 shall apply  
for building work

25%

12.5

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

N.A.

**Clause 16**Competent Authority for  
Deciding reduced rates.  
contract valueVice Chancellor  
New Delhi upto 5% of**Clause 36 (i)**

Minimum Qualifications &  
Experience required for Principal  
Technical Representative.

Requirement of Project Manager &amp; Technical representative(s) and recovery rates.

S. No.	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.	Engineer	Civil	Engineer	5 year	1	15000	Fifteen thousand

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Correction.....  
Deletion.....  
Insertion.....

**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. Not Applicable.
- ii) Variations permissible on theoretical quantities. Not applicable
- (a) Cement for works with estimated Cost put to tender not more than Rs. 5 Lakhs. : Not applicable
- For works with estimated cost put to Tender more than Rs. 5 lakhs. : Not applicable
- b) Bitumen All works. : Not applicable
- c) Steel Reinforcement and structural steel Sections for each diameter, section and category : Not applicable
- d) All other materials : Not applicable

***RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION***

SI. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor. Rates in schedule 'B' plus 10% in case materials issued by the Department.
		Excess beyond permissible variation.      Less use beyond the permissible variation.
1.	Cement	
2.	Steel reinforcement	
3.	Structural sections	<b>NOT APPLICABLE</b>
4.	Bitumen issued free	
5.	Bitumen issued at stipulated fixed price.	

## SCHEDULE OF WORK

**Name of work** SITC of Synthetic court for tennis court 3 nos and basketball 2 nos in outdoor court (sport complex) at Delhi Technological University, Bawana Road, Delhi.

S.no	Description of Item	Quantity	Rate	Unit	Amount
1)	Supplying and installation of international tennis federation certified durable & required minimal maintenance, All weather suitable /friendly protective against UV rays (Ist layer of primer to improve bonding of acrylic paint with subfloor, 2nd layer acrylic resurfacers 367-30 for filling and smoothing subfloor followed by triple layers of uni- rubber cushion, 6th & 7th layer 100% acrylic latex based textured tennis base color coat & 8th finished Top color coat to protect flooring against UV Rays with overline marking with acrylic paint i/c fibre mesh etc as per required Makes :- Ebaco/Vector/Decoturf/hatco/frogg	35280		Sqfeet	
		.		<b>Rs.</b>	

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Correction.....  
 Deletion.....  
 Insertion.....

## TERMS & CONDITIONS

- 1 The work shall be carried out as per International Tennis Federation certified Specification.
- 2 The rates should be inclusive of all taxes and nothing extra shall be paid on any account.
- 3 No. T&P will be provided by the department..
- 4 Payment will be made only after submission of computerized Bill
- 5 The agency has to make holes, chase cutting etc. complete for installation of all units and make repair to damage to civil structure. Nothing will be paid on this account.
- 6 There electric outlet will be provided by deptt. and agency has to make further arrangement for tapping of electrical supply for execution of work.
- 7 The agency has to work in close coordination of client deptt and nothing extra will be paid for any wastage of labour and material on this account.
- 8 The contractor shall submit minimum one year guarantee for the equipment/executed work.
- 9 In case of any accident /mishappening, the department shall not be responsible for the same. If any compensation is paid to the Victim, the same shall be paid by the firm and no claim shall be entrained by the department
- 10 All watch and ward of the materials installed at work will be responsibility of the contractors till their handing over to the department on completion of work.
- 11 The department reserves the right to reject or accept any or all application without assigning any reasons.
- 12 All tenders have to submit the sample/model no specification for the quoted rates
- 13 Material used by the agency should be ITF approved.
- 14 Work should be carried out as per the approved specification by European ITF.

Executive Engineer,  
DTU campus, Delhi

J.E(E)

Correction.....  
Deletion.....  
Insertion.....



**Form of Performance Security (Guarantee)  
Bank Guarantee Bond**

1. 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 "as per nit" (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.

We, \_\_\_\_\_(hereinafter referred to as "the Bank") hereby undertake  
(indicate the name of the Bank)  
to pay to the Government an amount not exceeding Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) on demand by the Government.

2. We, \_\_\_\_\_ 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 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, \_\_\_\_\_ further agree that the guarantee herein contained shall (indicate the name of the Bank) 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, \_\_\_\_\_ further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said Contractor (s) from time or the postpone for any time or from time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any

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Correction.....  
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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 \_\_\_\_\_lastly undertake not to revoke this guarantee except (indicate the name of the Bank)with the previous consent of the Government in writing.
8. This guarantee shall be valid upto \_\_\_\_\_unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs \_\_\_\_\_ (Rs \_\_\_\_\_only) 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)

Executive Engineer,  
DTU campus, Delhi

## 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 department.

The subject Notice Inviting of 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 tender/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 DTU.

Yours faithfully

Executive Engineer

J.E(E)

Correction.....  
Deletion.....  
Insertion.....

To,

.....  
.....  
.....

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) us 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 ACCEPTRANCE 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 PWD. I/We acknowledge and accept the duration of the 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, DTU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

\_\_\_\_\_

J.E(E)

Correction.....  
Deletion.....  
Insertion.....

**To be signed by the bidder and same signatory competent / authorised 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) ‘DTU, 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 DTU 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.

CON 255 Page 7 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 DTU**

1) The DTU 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 DTU will, during the Tender process, treat all Bidder(s) with equity and reason. The DTU 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 DTU shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the DTU 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 DTU 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.

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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)/Contract(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 DTU 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.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all

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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 DTU under law or the Contract or its established policies and laid down procedures, the DTU 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 DTU 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.**

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2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the DTU 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 DTU 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 DTU 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 Indian Penal code (IPC)/Prevention of Corruption Act, or if the DTU has substantive suspicion in this regard, the DTU 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.

J.E(E)

Correction.....  
Deletion.....  
Insertion.....

- 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 DTU 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.

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- 2) The DTU will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The DTU will disqualify Bidders, who do not submit, the duly signed Pact between the DTU 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, DTU.

**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.**

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**Article 8- LEGAL AND PRIOR RIGHTS**

J.E(E)

Correction.....  
 Deletion.....  
 Insertion.....



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 DTU)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated: