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Name of Work:- Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daulatpur, Delhi. (SH:-SITC of 13 Passenger Lift). (Recall)

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NIT APPROVAL

Name of Work :	Providing and fixing of lift in existing building of Delhi School Management DTU Campus Shahbad Daulatpur Delhi SH SITC of 13 Passenger Lift	
Head of Account	:-	Capital (Provision Works Electrical) 2(A)
Estimated Cost	:-	Rs. 26,14,982/-
Earnest Money	:-	Rs. 52,300/-
Security Deposit	:-	Rs. 2.5% of Gross Value of Bill
Performance Guarantee	:-	Rs. 5% of Tender Value
Time allowed	:-	06 Months

NIT approved amounting to **Rs. 26,14,982/- (Rs. Twenty Six Lakhs Fourteen Thousand Nine hundred Eighty Two Only)**

Executive Engineer

PRESS NOTICE TO BE ISSUED FOR PUBLICATION IN NEWS PAPERS

NOTICE REINVITING E-TENDERS

The Executive Engineer, Delhi, re-invites on behalf of Delhi Technological University, Delhi online item rate tenders for following works:-

NIT No. 06/18/DTU/EC/Electrical/Recall

Name of Work: -Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daultapur, Delhi. (SH:- SITC of 13 Passenger Lift)

Estimated Cost: Rs. **26,14,982/-**-Earnest Money:Rs. **52,300/-**

Time Allowed: **06**Months.

Last Date & Time for Online submission of Bid: (upto 15.00 hrs);

The tender documents and other details are available on Delhi Government Website <https://govtprocurement.delhi.gov.in> vide Tender ID No. 2018_DTU_156259_1

Executive Engineer

INSTRUCTION TO CONTRACTOR

Name of Work : Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daulatpur, Delhi. (SH:- SITC of 13 Passenger Lift)

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 2012 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 **The Executive Engineer, Delhi Technological University, ShahbadDaulatpur, Bawana Road, 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.

However, the service tax will be reimburse to the firm after submission of proof of deposit the same to the concerned department.

Executive Engineer

GOVERNMENT OF NCT OF DELHI
DELHI TECHNOLOGICAL UNIVERSITY
NOTICE INVITING TENDER

1. (i) Item rate e-tenders are re-invited on behalf of the DTU from manufacturer of OTIS/KONE/JOHNSON /SCHNEIDER/MITSUBISHI make for the work of “(Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daultapur, Delhi. (SH:- SITC of 13 Passenger Lift)”
 - (ii) Scanned copy of Electrical Contractors Registered in CPWD in Appropriate Class.
 - (iii) Scanned copy of valid Electrical license.
 - (iv) Scanned copy of Original Equipment Manufacturer.
 - (v) Scanned copy of Earnest Money in the favour of **Registrar, Delhi Technological University, Delhi**
 - (vi) Scanned copy of GSTIN Number as issued by Govt of Delhi/India. To be submitted before the time and date of closing of the bid through e-tendering only. It is mandatory.
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 06 Months 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 (3.00 PM)
Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Delhi Technological University, 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. Scanned copies of all required documents viz. Demand draft/ Postal order/Fixed deposit receipt of a schedule bank for EMD in favour of **Registrar, DTU, New Delhi**. Should be uploaded by the contractors for Above mention work. **Original DD/FDR for EMD (Bid security) as well as signed copies of uploaded documents shall be deposited in the tender box placed in Admin. Block, Engineering Cell, 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. Price bid shall be uploaded on the website before the last date/time for receipt of the tender. The price bid of only those tenders will be opened whose application are found in order and approved by the competent authority
7. Tenders will be received online by **Executive Engineer**, Delhi Technological University, ShahbadDaultapur, Bawana Road, New 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 Deposit at call receipt of any scheduled bank/ Bankers’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 DTU 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 DTU 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 Circle (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.
 - 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 DTU, 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).

Executive Engineer

**GOVERNMENT OF NCT OF DELHI
Delhi Technological University****BRANCH E & M****DIVISION****DTU****ZONE****SUB-DIVISION****ELECTRICAL**

Item Rate Tender & Contract for Works

Tender for the work of :- Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daulatpur, Delhi. (SH:- SITC of 13 Passenger Lift)(i) To be submitted by **3.00 P.M.** hours on _____ to **The Executive Engineer**, Delhi Technological University, Shahbad Daulatpur, Bawana Road, New Delhi.**(time)****(date)**Eligibility criteria to be opened at 3:30 PM on _____ in the office of **The Executive Engineer**, Delhi Technological University, Shahbad Daulatpur, Bawana Road, New Delhi.

(ii)

Price Bid shall be opened at 03:30 PM on _____ in the office of **The Executive Engineer**, Delhi Technological University, Shahbad Daulatpur, Bawana Road, 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, Delhi 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. 52,300/- 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, Delhi 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, Delhi 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.

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.

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, Delhi for a sum ofRs. _____(Rupees

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

- a)
- b)
- c)

Delhi. For & on behalf of the Delhi Technological University,

Dated

Signature _____

Designation _____

SCHEDULES

SCHEDULE 'A'

As per Schedule attached

Schedule of quantities (Enclosed.)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description Of item	Quantity	Rates in figures & words At which the material will be charged to the contractor.	Place of Issue
1	2	3	4	5
NOT APPLICABLE				

NOT APPLICABLE

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			

NOT APPLICABLE

SCHEDULE 'D'

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

Technical particulars, commercial & additional conditions & additional specifications for Lift. - Enclosed -

SCHEDULE 'E'

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

CLAUSE 10 CC

Component of Cement
expressed as per cent of total value of work Xc **Not Applicable**

Component of Steel
expressed as per cent of total value of work Xs **Not Applicable**

Component of Materials
expressed as per cent of total value of work Xn **Not Applicable**

Component of Labour
expressed as per cent of total value of work Y **Not Applicable**

Component of POL
expressed as per cent of total value of work Z **Not Applicable**

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of Work: Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daulatpur, Delhi. (SH:- SITC of 13 Passenger Lift)

Estimated cost of work. : Rs. 26,14,982/-

(i) Earnest Money : Rs. 52,300/-

(ii) Performance Guarantee: 5% (five percent) of accepted value of work..

(iii) Security Deposit: 2.5% of 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, Delhi
	See below.

Definitions:

2 (v) Engineer –in – charge	Executive Engineer DTU, Delhi
2 (viii) Accepting Authority New Delhi	Vice Chancellor, Delhi Technological University,
2 (x) Percentage on cost of materials and labour to cover all overheads and profits.	15 %
2 (xi) Standard Schedule of Rates.	Market Rates/ DSR-2016
2 (xii) Department	Autonomous body (Delhi Govt.)
9 (ii) Standard CPWD Form date.	CPWD form 8 as modified & corrected upto date.

Clause 1

i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance, in days	<u>07 Days</u>
ii) Maximum allowable extension beyond the period provided in i) above in days	<u>7 Days</u>

Clause 2

Authority for fixing Compensation under Clause 2.	Vice Chancellor Delhi Technological University New Delhi
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Clause 2 A

Whether Clause 2 A shall be applicable <u>applicable</u>	<u>Not</u>
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Clause 5

Number of days from the date of issue of letter	<u>22 days</u>
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Of acceptance for reckoning date of start

Miles Stone(s) as per table given below:-

TABLE OF MILE STONES (S)

S.No.	Description of Milestone(Physical)	Time Allowed in months (from date of start)	Amount to be with - held in case of non-achievement of milestone.
1.	Supply of Lift Material at Site	2 Months	1.5 % of Tender Amount
2.	Installation, Testing, Commissioning and Handing over	2 Months	1.5 % of Tender Amount

OR

S.No.	Financial Progress	Time Allowed (from date of start)	Amount to be with - held in case of non-achievement of milestone.
N/A			

Time allowed for execution of work

06 Months

Clause 6

Clause applicable (6)

6A

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.

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 work

1) CPWD Specification for Lift
amended upto date.

2) CPWD Specification for Electrical Works
Part-I Internal, 2013 amended upto date.

3) CPWD Specification for Electrical Works
External, amended upto date.

Clause 12

12.2 & 12.3 Deviation limit beyond which 25%
Clause 12.2. & 12.3 shall apply
for original work

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

Clause 16

Competent Authority for
Deciding reduced rates.

Vice Chancellor, DTU
upto 5% of contract value

Clause 36 (i)

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	Graduate Engineer	Electrical /Mechanical Engineer	Principal technical representative	2 Years	1	Rs. 15,000/- (Per month)	Rs. Fifteen thousand per month

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.
- (a) Cement for works with estimated Cost put to tender not more than Rs. 5 Lakhs. :

For works with estimated cost put to Tender more than Rs. 5 lakhs. :

b) Bitumen All works. :

c) Steel Reinforcement and structural steel sections for each diameter, section and category :

d) All other materials : Not applicable

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. 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		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

NOT APPLICABLE

COMMERCIAL AND ADDITIONAL CONDITIONS

1.0 General

1.1 This specification covers manufacture, testing as may be necessary before despatch, delivery at site, all preparatory work, assembly & installation, commissioning putting into operation of Lifts & Escalators.

1.2 Location

The Lifts / Escalators will be installed at Delhi Technological University, Delhi. The work shall be executed as per CPWD specifications for Electrical Works (Part III Lifts & Escalators-2113) as per relevant IS and as per directions of Engineer– in-Charge. These additional specifications are to be read in conjunction with above and in case of variations, specifications given in the Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read alongwith schedule of quantities for the work.

1.3 The tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.

1.4 No T&P shall be issued by the Department and nothing extra shall be paid on the account of this.

2.0 Commercial Conditions

2.1 Type of Contract

The work to be awarded by this tender shall be treated as indivisible works contract.

2.2 Submission & Opening of Tenders

2.2.1 The tender is in two parts:

- a) Part I – Technical Cum Commercial Bid
- b) Part II – Price Bid

Part-I

The Part-I (Tech-cum-Commercial Bid) of eligible & approved firms shall be opened on due date & time through e-tendering.

The firms shall submit Part-I & Terms and Conditions, Technical Specification, Schedule of work (without indicating the price) in token of acceptance of tender conditions.

Part-II

The firms shall submit Part-II “Price Bid” through e-tendering along with Part-I in the same format as the schedule of quantities given in the tender document but with rates.

The Part-II of the tender i.e. price bid will be opened on due date by Executive Engineer (E) in the presence of the interested representatives of the tenderers who wish to be present.

Tender documents for Technical-cum-commercial part will be downloaded by manufacturer as mentioned in the tender. The technical-cum-commercial part will have to be submitted by the tenderers complete with the following:

- i) Complete tender documents (part-I), as downloaded including the schedule of work (without indicating the price) duly signed for acceptance of all terms & conditions.
- ii) Complete technical particulars of all equipment and materials as per list attached.

2.2.2 The tenderers are advised not to deviate from the technical specifications/ items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

2.2.3 The technical-cum-commercial bid of eligible & approved firms shall be opened on due date & time through e-tendering.

2.2.4 Scrutiny/ evaluation of the technical-cum-commercial bid shall be done by the department in consultation with any agency as deemed necessary. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/ or contains many deviations, the department reserves the right to reject the technical bid of such firm(s) without making any reference to the tenderer(s).

2.2.5 Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the departments as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

2.2.6 After obtaining clarifications from all the tenderers, the department may modify the technical and commercial conditions/ specifications if required, and will intimate the tenderers whose technical-cum-commercial bids are acceptable. The part-II of the tender i.e. price bid will be opened to only these firms. The date and time of opening of price-bid will be intimated in advance.

2.2.7 The part II of the tender i.e. price bid will be opened by the Executive Engineer in the presence of the representatives of the tenderers who wish to be present.

2.2.8 The tenderers will have to fill up their rates only in the price bid (part II of tender) uploaded by the department. Tenders in which the price bids are given in any other format are liable to be rejected. The abstract of cost will be required to be filled in.

2.2.9 The officer opening the tender first shall open the envelope containing earnest money. If the earnest money is found to be in order, only then the officer shall proceed further with the opening of second envelope containing price bid. In case the Earnest money deposited is not in order, the price bid shall not be considered.

2.2.10 In the price bid, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in their price part, tender shall be rejected forthwith.

2.2.11 The tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.

2.2.12 The department reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.

3.0 Terms of Payment:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

3.1 70% after initial inspection and delivery at site in good condition of pro-rata basis.

3.2 20% after completion of installation in all respect.

3.3 Balance 10% will be paid after testing, commissioning trial run & handing over to the department for beneficial use

4 Rates:

4.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary Provisional storage, risks, over head

charges general liabilities/ obligations and clearance from local authorities. However, the fee for these inspections shall be borne by the department.

4.2 The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over. Nothing extra shall be paid.

4.3 Octroi duty shall not be paid separately by octroi exemption certificate can be furnished by the department on demand. However, the department is not liable to re-imburse the octroi duty in case exemption certificates are not honoured by the concerned authorities.

5.0 Completeness of Tender:

All sundry equipments, fittings, unit assemblies, accessories, hardware items, foundation bolt, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespectively of the fact whether such items are specifically mentioned in the tender documents or not.

6 For item/ equipment requiring special initial inspection at manufacturer's works' the contractor will intimate the date of testing of equipments at the manufacturer's works before desptach. The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same, The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/ inspection to the department's representative(s) to facilities his presence during testing/ fabrication. The Engineer-in-charge at his discretion may witness such testing/ fabrication. The cost of the Engineer's visit to the factory will be borne by the Department. Also equipment may be inspected at the Manufacturer's premises, before dispatch to the site by the contractor.

7 Storage & custody of materials:

The Lift machine room may be used for storage of sundry materials and erection equipments if available or else the agency has to make his own arrangement. No separate storage accommodation shall be provided by the department. Watch & ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

8 Care of the Building:

Care shall be taken by the contractor while handling and installation the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

9 Completion of period

The completion period of 6 months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

10 Performance Guarantee:

10.1 The tender shall guarantee among other things, the following

- a) Quality, strength and performance of the materials used.
- b) Safe mechanical & electrical stress on all parts under all specified conditions of operation.
- c) Satisfactory operation during the maintenance period.

10.2 The successful tenderer shall submit and irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee bonds of any

scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond. This bank guarantee kept valid till the recording of completion certificate for the work by the competent authority.

11 Guarantee

11.1 All equipments shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost to the satisfaction of the Engineer-in-charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

12 Power Supply

Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, Ac supply shall be provided by the Deptt, for installation purpose free of charge

13 Water Supply

Water supply shall be made available by the department at one point

14 Data Manual and Drawings to be furnished by the tenderers:

14.1 **With Tender:** The tenderer shall furnish alongwith the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

14.2 After Award of Work

- i) The successful tenderer would be required to submit the following drawings within a month of award of work for approval before commencement of installation
 - a) All general arrangement drawings
 - b) Details of foundations for the equipment, load data, location etc. of various assembled equipments as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lifts pits reaction on support points in machine room, lift well etc.
 - c) Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
 - d) Any other drawing. Information not specifically mentioned above but deemed to be necessary for the job by the contractor.

15 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation & maintenance i/c preventive maintenance and troubleshooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc all in triplicate.

16 Extent of Work

16.1 The work shall be comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete installation shall not only by mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of

installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.

- 16.2 Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish, necessary grouting etc. as required
- 16.3 Maintenance (Routine & preventive) for two year from date of completion and handing over.
- 16.4 The work is turnkey project. Any item required from completion of the project but left inadvertently shall be executed with in the quoted areas.

17.0 **Inspection & Testing:**

- 17.1 Copies of all documents of routine & type test certificate of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.
- 17.2 After completion of the work in all respects of the contractor shall offer the installation for testing & operation. The charges, if any shall be paid by the contractor and the same shall be reimbursed in case of satisfactory report, however in case of unsatisfactory test report the charges shall be borne by the contractor.

18.0 **Validity**

Tenders shall be valid for acceptance for a period of 90 days from the date of opening of price bid.

19.0 **Compliance with Regulations & Indian Standards**

- 19.1 All works shall be carried out in accordance with relevant regulation, both statutory & those specified by Indian Standards related to the works covered by the specifications. In particular, the equipment and installation will comply the following:
 - a. Factories Act.
 - b. Indian Electricity Rules
 - c. I.S. & B.S. Standards as applicable
 - d. Workmen's compensation Act
 - e. Statutory norms prescribed by local bodies like CEA, NDMC etc.
- 19.2 Nothing in specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacturer and installation of the equipment with all accessories in accordance with currency applicable statutory regulations and safety codes.
- 19.3 Successful tenderer shall arrange for compliance and statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs. 50/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

20.0 **Indemnity**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law & Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising therefrom during the period or erection, Provision and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide

all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

21.0 Erection Tools

No tools and tackles either for unloading on or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

22.0 Cooperation with other agencies

The successful tenderer shall co-ordinate with other contractors and agencies in the Provision of building. If any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. In any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

23.0 Mobilization Advance

No mobilization advance shall be paid for this work

24.0 Insurance & Storage

All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of the supplier, The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

25.0 Verification of correctness of Equipment at Destination

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

26.0 Painting

This shall include cost of painting of entire exposed iron work complete in the installation. All equipments works shall be painted at the works before dispatch to the site.

27.0 Training

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

28.0 Maintenance

28.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.

28.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturers recommendation shall be carried out and the record of the same shall have to be maintained.

29.0 Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- a) Schedule of quantities
- b) Technical specifications
- c) Drawing (if any)
- d) General Specifications
- e) Relevance IS or other international code in case IS code is not available.

30.0 A separate supplementary agreement shall be made with the successful tenderer for sub head II of schedule of work i.e. comprehensive maintenance for 5 years after guarantee period of 1 year. The payment for comprehensive maintenance shall be made quarterly after the end of each quarter.

Executive Engineer
Delhi Technological University,

Schedule Of Work

Name of work: Providing and fixing of lift in existing building of Delhi School Management DTU Campus, Shahbad Daulatpur, Delhi. (SH:- SITC of 13 Passenger Lift)

S No.	Description of item	Qty.	Rate	Unit	Amount
Sub Head : (LIFT)					
1	<p>Supplying, installation, testing & commissioning of Machine Room less Gearless Permanent Magnet Synchronous motor 13 passengers 884 kg.) lifts having contract speed of 1.0 Mtr Per second serving different floors in the existing lift shaft as per detailed specifications enclosed and as under: -</p> <p>(i) Speed 1.0 MPS (ii) Floors : (G+1 upper floor) (iii) Travel : 3.5 Meters (Approx.) (iv) Stops & Opening : 2 stops (With all openings on the same side) (v) Controller : AC variable voltage & variable frequency drive closed loop (vi) Automatic rescue device complete with dry maintenance free batteries as reqd. (vii) Operation: full collective simplex with or without attendant. (viii) Power: - 415 V, 3 Phase, 50 Hz, 4 wire system, alternating current. +/- 10% of the rated voltage (ix) Type of doors:-</p> <p>a) Car : Ceiling stainless steel hairline finish, Rear Side Panel-Glass with Stainless Steel Finish Frame, Centre Opening Power Glass Door with SS Vandal Proof Finish Frame., horizontal sliding with stainless steel scratch proof (Vandal Proof Finish) doors frame, flooring PVC, led Illumination. Stainless steel square buttons with white led braile operation b) Landing doors centre opening power glass door with stainless steel scratch proof (Vandal Proof Finish) Door frame. x) Intercom system- 2 Way. xi) A hand rail not less than 600 mm long at 900 mm above floor level to be fixed on rear side wall in the lift car. xii) Voice announcement system in the car to announce the position of the elevator in the hoist way when the car stops at a floor served by the elevator. xiii) Stainless steel square buttons with white led braile operation in car and all landings. xiv) Indicator: Dot matrix indicator Red above the car door and all the landing doors xv) Full height car operating panel</p>				

	xvi) Automatic phase reversal device xvii) Load weighing device xviii) Car door lock feature xix) Daily break testing feature xx) Car Panels: Rear Side Panel-Glass with Stainless Steel Finish Frame. Stainless steel scratch proof (Vandal Proof Finish) car panels xxi) Car ceiling stainless steel hairline finish with LED lights xxii) Car Size - Width 1500 mm, Depth 1500 mm, Height 2300 mm xxiii) Clear Opening -900 mm X 2100 mm xxiv) Manual rescue feature xxv) Door safety :-Full Height Infra-red safety curtains					
		1	Job		Job	
		Total			Rs.	
2	Comprehensive maintenance of lifts which include routine, preventive and break down maintenance for under mentioned period i/c repair/replacement of worn-out items with minimum downtime and warranty and guarantee of repaired/ replacement after completion of two year guarantee period for 1 No. lift-- One Job.					
	(i) For 1st year	1	Job		P/Year	
	(ii) For 2nd year	1	Job		P/Year	
	(iii) For 3rd year	1	Job		P/Year	
	(iv) For 4th year	1	Job		P/Year	
	(v) For 5th year	1	Job		P/Year	
	Total (SH:- II)				Rs.	

Technical & Commercial Specification for comprehensive maintenance of lifts:-

- 1) The contractor has to depute the staff for routine servicing of lifts. (Minimum Services 8 Nos. etc. as reqd.).
- 2) Before starting the work of comprehensive maintenance of lifts the contractor has to sign the inventory of installations.
- 3) The contractor has to submit the complete Bio data of employee i/c Technical qualifications, If any, to the office before starting the work.
- 4) The contractor has to depute the worker having the thorough knowledge of lifts safeties & circuitry etc.
- 5) The contractor has to attend the site/installation within the 24Hrs.in working days after lodging the complaint.
- 6) The contractor has to follow the instruction of Engineer-in-charge regarding maintenance of the lifts.
- 7) The department has right of closing the agreement with 72 Hrs. notice at time in the period of contract.
- 8) The department has a right to ask the contractor to replace any employee, if he not performing the duties properly & behavior is not good & cooperative.
- 9) The contractor has to maintain the all record necessary or asked by department for monitoring the performance of Lifts & their visit to the workers.
- 10) The contractor has to maintain the lift Control panel & lift installations in neat & clean condition.
- 11) The contractor will be responsible for any loss & damage of inventory, if this caused by the negligence of the workers.
- 12) The contractor has to take all safety measure necessary for safe working & the contractor will be responsible to the any accident occurred due to lack of security measures.
- 13) The contractor has to provide all necessary tools & tackles necessary for smooth operation & maintenance of electrical installations.
- 14) The contractor should clearly list out the parts which are not to be replaced under the scope of work otherwise it will be assumed that all sapres/material associated with lift installation are covered under the comprehensive maintenance.
- 15) The contractor shall quote the rate i/c all taxes & levies i.e. nothing extra will be paid on account of any increase of taxes duties after award of work
- 16) Payments conditions
 - a) Payment will be made quarterly basis subject to availability of funds.
 - b) Recoveries will be made at the following rate on account following.
 - a) Not attending the complained within 24 hrs. - As per direction of Engineer-IN –Charge
 - b) Not doing servicing - As per direction of Engineer-IN –Charge
 - c) Nothing extra will be paid on account of maintenances all the records necessary or asked by department for monitoring the performance of workers.
 - d) Nothing extra will be paid on performing duty beyond General shifts.
 - e) Final bill and security of work will only be released after handling of installations in original condition as before the start of work to the department.
- 17) Scope of Work:- The contractor should clearly list out the works and parts which are not covered under comprehensive maint contract however, followings are proposed to be included in the scope of work.
 - a) To sent authorize Engineer at a regular interval of 15 days for preventive maintenance.
 - b) To supply grease & oil for keeping the installation in safe & operating condition.
 - c) To supply all spare parts such as worms, gears, thrust bearing, break magnet coils, break shoe, bushes, winding, commutator, rotating elements, contactors, coils, resistances, hoisting motors & other mechanical parts such as guide shoe, cables, floor selector switches & its parts, door locks etc. reqd. for the safe operation of lifts.
 - d) To provide technical staff when ever reqd., in case of VIP visiting the building.

Executive Engineer

PART – I (TECHNICAL BID)

Name of Work :- Providing and fixing of lift in existing building of Delhi School Management DTU Campus, ShahbadDaulatpur, Delhi. (SH:- SITC of 13 Passenger Lift)

ADDITIONAL SPECIFICATION FOR PASSENGER LIFTS

1. Type of lift/Elevator : Passenger/Gearless & Mashing Room Less
2. Number of lifts required : One Number
(Location wise)
3. Load: Number of persons : 13 persons (884 kg)
4. Rated speed : 1.0meter per sec.
5. Travel in meters :3.5Meter (Approx.)
6. Numbers of floors served : (GROUND + 1 UPPER FLOORS)
7. Inside size of lift well :2200 x 1900 (MM wide * MM Depth)
8. Clear inside size of lift car : 1500 x 1500 x 2300 (mm wide * mm Depth *mm Height)
9. Position of counter weight : As per Manufacturer Design
10. (a) Type of control : Microprocessor based AC (3 phase)
: variable voltage variable frequency.
(b) Type of operation : Full collective Simplex
operation with or without attendant
(c) Potential free contacts : Potential free contacts for each
floor position and up and down
movement of the lift shall be
provided in the controller
which can be used for the building
automation system at later date.
11. Car entrance door
(a) Number : One
(b) Size : 900 mm (W) X 2100 mm (H)
(c) Type of doors : Horizontal sliding center
opening
(d) Car open in front only or open : In front only

- 12 Provision design and finish of car body work: Stainless steel scratch proof (Vandal ProofFinish).
- 13 Type of signal system : (a) Digital floor position indicator in the car and at all landings (to be provided above the car / landing doors.)
: (b) Travel direction indicator in the car and at all landings (to be provided above the car / landing doors.)
: (c) Gongs & visual indication on all landings of for pre arrival of the car for two or more cars.
: (d) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload)
: (e) Battery operated alarm bell and emergency light.
: (f) Car operating panel with fade proof luminous buttons in car and with intercom.
: (g) Luminous hall buttons at all landings.
: (h) Fireman's switch at ground floor.
- 14 Landing entrance:-
(a) Location of landing entrance in different floors : All doors on the same side.
(b) Numbers : Four
(c) Size : 900 mm X 2100 mm
(d) Type of doors : Horizontal sliding center opening. Power Glass Door
(e) Lift in use / lift out of order sign : A suitable box above the lift
: landing with LED illuminated
: bilingual (in English & Hindi) sign
: of "LIFT OUT OF ORDER"
: coming up simultaneously at all
: floors.
- 15 Electric Supply : (a) Power:- 415 V, AC , 3 Phase, 50 Hz., 4 Wire system
: (b) Lighting:- 230 V, AC, 50 Hz.
- 16 Is neutral wire available for control circuits : Yes
- 17 Proposed date for commencement on site :
- 18 Proposed date of completion :
- 19 Environmental condition at site of installation: Summer Condition/Winter Condition/Monsoon condition/

Height above sea level

20 Storage space provided

: Yes in the machine room

21 Additional item, if any

:(i) Handrail :A hand rail not less than 600 mm long at 900mm above floor level to be fixed adjacent to control panel in the lift car.

(ii) Announcement System : Voice announcement system in the car to announce the position of the elevator in the hoistway as the car passes or stops at a floor served by the elevator.

Executive Engineer,

Tender Inviting Authority Delhi Technological University, Delhi NCT OF DELHI		
ANNEXURE – II		
TECHNICAL PARTICULAR		
Contract No:		
Bidder Name :		
Sl. No.	Particulars of Details	To be offered by the Tenderer
0	A General	
1	Name of Manufacturer.	
2	Country of Manufacturer.	
3	Capacities (Persons / Weight)	
4	Services	
5	Speed of Travel	
6	Height of Travel	
7	No. of floors served	
8	No. of openings.	
9	Position of counterweight	
10	Type of Leveling method	
0	B. Machine:	
1	Position of Machine	
2	Motor	
3	Electric supply particulars for which it is suitable for operation	
0	C. Brake	
1	Type:	
0	D. Car and Doors:	
1	Outside dimensions of Car.	
2	Inside clear dimension	
3	Provision of car.	
4	Design/ type of enclosure of car.	
5	Details of flooring	
6	Attachment and fitting inside the car	
7	Car Doors.	

7.1	(a) Size	
7.2	(b) Operation	
7.3	(c) Provision , Design & finish	
8	Landing Doors	
8.1	(a) Size	
8.2	(b) Operation	
8.3	(c) Provision , Design & finish	
0	E Safety Device	
1	Car safety-type	
2	Counter weight safety-type	
3	Door inter locks in car -type	
4	Door locks in landing -type	
	F Other safeties included in the offer:	

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

1. **In consideration of the Delhi Technological University, Delhi (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.

We, _____(hereinafter referred to as “the Bank”) hereby undertake to
(indicate the name of the Bank)
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 shall

(indicate the name of the Bank)
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 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 with the previous _____ (indicate the name of the Bank) 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

AFFIDAVIT

I/We have submitted a bank guarantee for the work.....
.....(Name of Work) Agreement No.....
dated.....from.....(Name of bank with full
address) to the Executive Engineer.....(Name of Division)

With a view to seek exemption from payment of security deposit/performance guarantee / guarantee money for lift equipments in cash. This bank guarantee expires on.....

I/We undertaken to keep the validity of the bank guarantee intact by getting it extended form time to time at my/our own initiative upto a period..... month after the recorded date of completion of the work or as directed by the Engineer –in-Charge.

I/We also indemnify the government against any losses arising out of.....non encashment of the bank guarantee if any.

Deponent

Signature of Contractor

The affidavit is to be given by the executants before a first class magistrate.

ANNEXURE-C

(C) PROFORMA FOR QUOTING REBATE

a. I /We offer in an unconditional rebate of
(**)_____ on my
_____ (_____)(**)_____ on my
tendered rates. (In words)

Contractors Signature

(**) To be filled by the contractor

To,

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

Sub: NIT No. for the work

Dear Sir,

It is here by declared that CPWD 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

To,
Executive Engineer,
.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that CPWD 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)
CON 255 Page 6

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of CPWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

Delhi Technological University, Delhi represented through Executive Engineer,(Name of Division) CPWD, (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.

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 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.

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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)/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.

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 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.**

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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 Indian Penal code (IPC)/Prevention of Corruption 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.

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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.**

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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 :