



NOTICE INVITING E-TENDER

Executive Engineer [E] Indian Institute of Technology Delhi, Hauz Khas, New Delhi – 100016 [Phone No. 011-26591742] on behalf of Board of Governors invites online **Item Rate Tender** from eligible Firms / Contractors registered in appropriate class and category with CPWD, MES, BSNL, and Railways dealing with **Electrical** work for the following work:

1	Name of Work	:	A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi
2	NIT No	:	8620/28/E/IITD/2015-16
3	Estimated cost	:	₹20,93,172.00
4	Earnest Money	:	₹41,870.00
5	Period of completion	:	06 months
6	Last time & date of bid submission	:	13-07-2015 upto 03:00 PM

The bid forms and other details can be obtained from the website www.tenderwizard.com/IITDELHI or www.iitdelhi.ac.in or e-procure.gov.in. free of cost. For more clarification you may visit on above website and contact on e-tender helpdesk No: 011-49424365

**Executive Engineer (E),
For & on Behalf of BOG, IIT Delhi**

**Ch. Head: NPN 10
Work code- W02604**

Copy to: -

1. Institute Engineer
2. D.A. (Works Accounts) - for opening of tenders on **13-07-2015** at 3.30 PM in the office of E.E. (E)
3. A.E.E. (E) Plg.
4. D.R. (A/Cs)–
5. Notice Boards.
6. Office Copy
7. Web site Administrator, IITD

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS, NEW DELHI-110016

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

Executive Engineer (E), Indian Institute of Technology, Hauz Khas, New Delhi-16 (Phone No. 011-26591742) on behalf of Board of Governors invites online **Item Rate Tender** from eligible Firms / Contractors registered in appropriate class and category with CPWD, MES, BSNL, and Railways dealing with **Electrical work** for the following work [s]:

Sl. No.	N.I.T. No.	Name of work & Location	Estimated cost put to bid	Earnest Money	e-Tender processing fee	Period of completion	Last date & time of submission of bid (online mode)	Period during which EMD and other documents to be submitted physically	Time & date of opening of Technical bid	Time & date of opening of Financial bid
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]
1	8620/28/E/IITD/2015-16	A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi	₹20,93,172.00	₹41,870.00	₹2390.00	06 months	Up to 03:00 PM on 13-07-2015	Within 7 (seven) days of opening of bid. If the seventh day happened to be holiday then next working day.	13-07-2015 at 15:30 Hrs	14-07-2015 at 1500 hrs.

1. The successful bidders shall be required to submit a performance guarantee of 5% of the tendered amount in the form of Bank Guarantee or F.D.R. from a Nationalized / Scheduled Bank within 15 days of issue of letter of intent before award of work. In case of failure by the Contractor to submit the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated as null and void. **The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that.**
2. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

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- i) Firms/Contractors should have satisfactorily completed one similar work of value not less than **₹16,75,000.00** or two similar works each of value not less than **₹12,56,000.00** or three similar works each of value not less than **₹8,37,000.00** during last 7 years ending previous day of last date of submission of bids.
- ii) E-tender processing fees – **₹2390.00** to be deposited with “K.S.E.D.C. LTD” Electronically.
- iii) **Earnest Money of ₹41,870.00** in the form of Banker’s cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of “**Registrar, IIT Delhi.**”

3. Similar work shall means Operation and maintenance of DG sets

4. **The intending bidder must read the terms and conditions & IITD - 6 carefully** which will be the part of the Contract. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. Information and Instructions for bidders posted on website shall form part of bid document.
6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/IITDELHI or www.iitd.ac.in or e-procure.gov.in free of cost.
7. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker’s Cheque or Deposit at call Receipt or Fixed Deposit Receipts of any Scheduled Bank towards cost of EMD in favour of “**Registrar IIT Delhi**” and Processing Fee to be deposited with “K.S.E.D.C. Limited” through their e-gateway by credit / debit card, internet banking or RTGS / NEFT facility.
8. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial bid, failing which the tender shall be rejected.
9. The following undertaking in this regard shall be up-loaded by the intending bidders:
“the physical EMD shall be deposited by me / us with the Authority inviting the tender, in case I / we become the lowest tenderer, within a week of the opening of financial bid, otherwise, department may reject the tender and also take action to debar me / us from tendering in any form in IIT Delhi”
10. Copy of enlistment order and certificate of work experience and other documents as specified in the Press Notice / web notice shall be scanned and up-loaded to the e-Tendering website within the period of bid submission. However, certified / original copy of all the scanned and up-loaded documents as specified in press notice web / notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of e-tendering authority.
11. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender processing fee with M/s K.S.E.D.C. Limited and EMD and other documents scanned and uploaded are found in order.
12. Completion certificates are required to be got issued by an officer not below the rank of Executive Engineer of similar works completed by the Firm. The work experience certificates submitted by the bidders shall clearly indicate that:
 - a. The similar work executed shall be **as ‘3’ above**
 - b. The completed cost of the work
 - c. Actual date of completion of the work
13. Attested copy of registration certificates to be submitted. Registration of firms/ Contractors must be valid on the day of submission of Tenders or extended date of submission of Tenders whichever is later.
14. Work means only work under Government/ Public Sector Undertaking / Central Autonomous bodies.
15. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of financial bid.

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16. IITD is committed to follow the principle of transparency, equity and competitiveness in public procurement. Before submission of bid **each bidder should sign integrity pact at respective places** and submit the bid. If duly signed integrity pact is not submitted by bidder, such bid shall not be considered.
17. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
18. The intending bidder must have valid class-III digital signature to submit the bid.
19. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
20. Contractor can upload documents in the form of JPG format and PDF format.
21. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
22. When bids are invited in two / three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
23. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
24. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - a. The bidder is found ineligible.
 - b. The bidder does not upload all the documents (including service tax registration / VAT registration / Sales Tax registration) as stipulated in the bid document including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded
 - c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - d. The lowest bidder does not deposit physical EMD within a week of opening of tender.
25. Firm should be registered with EPFO & ESIC.

List of Documents to be scanned and uploaded within the period of bid submission:

1. Demand Draft / Pay order or Banker`s Cheque / Deposit at Call Receipt / FDR of any Scheduled Bank against EMD.
2. Enlistment order of the contractor
3. Attested certificate of work experience as desired at 2 (i) above.
4. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return
5. Affidavit as per Notice Inviting Tender Condition 1.2.2 [To be submitted on stamp paper].
6. Acceptance to execute INTEGRITY PACT on firm`s letter head[as per pg. 9]
7. EPF & ESI Registration proof
8. Undertaking as per following on firm`s letter head.

“the physical EMD shall be deposited by me / us with the Authority inviting the tender, in case I / we become the lowest tenderer, within a week of the opening of financial bid, otherwise, department may reject the tender and also take action to debar me / us from tendering in any form in IIT Delhi”

Executive Engineer [Electrical]
For & on Behalf of BOG, IIT Delhi

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**INDIAN INSTITUTE OF TECHNOLOGY DELHI
NOTICE INVITING E-TENDER**

1.0 Item rate tenders are invited on behalf of The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 110016 from approved and eligible contractors of **CPWD** and those of appropriate class of **M.E.S., BSNL and Railway** dealing with **Electrical work**, for the work of **A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi.**The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

- 1.1 The work is estimated to cost **₹20,93,172.00**. This estimate, however, is given merely as a rough guide
1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

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

- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents.

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

Three similar works each of value not less than **₹8,37,000.00** or two similar work each of value not less than **₹12,56,000.00** or one similar work of value not less than **₹16,75,000.00** in last 7 years ending previous day of last date of submission of bids.

1.2.2 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under :-

"I / We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / We shall be debarred for bidding in IIT Delhi in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy to be uploaded at the time of submission of bid)"

2. **Agreement shall be drawn with the successful bidders on prescribed Form No. IITD 7/8 which is available as IIT Delhi Publication. Bidders shall quote their 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 **6 calendar 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 bid documents.

4. The site for the work is available.

OR

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

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from the web Site **www.tenderwizard.com/IITDELHI** or **www.iitd.ac.in** or **e-procure.gov.in** free of cost.

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6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
8. If it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
9. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt **[drawn in favour of Registrar, IIT Delhi]**, or Bank Guarantee of any Scheduled Bank shall be scanned & uploaded to the e-tendering website within the period of tender submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending bidders.

The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest bidder within a week after opening of financial bid failing which the bid shall be rejected and the bidder shall be debarred from tendering in IIT Delhi. The following undertaking in this regard shall be uploaded by the intending bidders:

"the physical EMD shall be deposited by me / us with the Authority inviting the tender, in case I / we become the lowest tenderer, within a week of the opening of financial bid, otherwise, department may reject the tender and also take action to debar me / us from tendering in any form in IIT Delhi"

Interested contractors who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

- (i) **E-Tender Processing Fee – ₹2390.00** to be deposited with "K.S.E.D.C. LTD" Electronically.
 - (ii) Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in the notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.**
10. The bid submitted shall become invalid & cost of bid and e-Tender processing fees shall not be refunded, if:
 - a) The bidder is found ineligible.
 - b) The bidder does not upload all the documents (including VAT registration/ Sales Tax registration/Technical bid) as stipulated in the bid document **including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.**
 - c) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority
 - d) **The lowest bidder does not deposit physical EMD within a week of opening of tender**
 11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or irrevocable Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
 12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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

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- the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder 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.
13. The competent authority on behalf of the Board of Governors does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
 14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
 15. The competent authority on behalf of the Board of Governors reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
 16. The contractor shall not be permitted to bid for works in the IITD responsible for award and execution of contracts, in which his near relative is posted a 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 IIT Delhi. Any breach of this condition by the contractor would render him liable to be debarred from bidding process in future in IIT Delhi.
 17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract liable to be cancelled, if, either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
 18. The bid for the works shall remain open for acceptance for a period of **ninety [90] days from the date of opening of financial bids**, if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIT Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
 19. This notice inviting bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 06 months from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard IITD Form –7/8 or other Standard IITD Form as applicable.
 20. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in IIT Delhi, then the bid submitted shall become invalid and the IIT Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the bidding process of the work.

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INTEGRITY PACT

To

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Sub: NIT No. **8620/28/E/IITD/2015-16** for the work of **“A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi”**

Dear Sir,

It is here by declared that IITD 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 the 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 IITD.

Yours faithfully,

Executive Engineer

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[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONGWITH BID DOCUMENTS ON FIRM'S LETTER HEAD]

To

Executive Engineer (Elect.),
IIT Delhi, Hauz Khas,
New Delhi – 110016

Subject: Submission of Bid for the work of “**A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi**”

Dear Sir,

I / We acknowledge that IITD. 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 / bid 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 IITD. 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, IITD 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)

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[To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IITD]

INTEGRITY AGREEMENT

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

BETWEEN

The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 represented through **Executive Engineer (Elect.)**, IIT Delhi
....., (Hereinafter referred as the 'Principal/Owner',
(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
(Details of duly authorized signatory)
to as the "**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. **8620/28/E/IITD/2015-16**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi**"(Name of work)hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
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.
 - (a) 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.
 - (b) 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 (PoC Act) or is in violation of the principles herein mentioned

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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.

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

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

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

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 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 of IITD.

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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

WITNESSES:

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

Place:

Dated :

C.....Nil I..... Nil O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



**INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS, NEW DELHI - 110016**

Percentage Rate Tender / Item Rate Tender & Contract for Works

Tender for the work of "A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi"

(A) (I) To be submitted online by 3:00 PM on 13-07-2015

(II) To be opened at 3:30 PM hours on 13-07-2015 online

e-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 the Board of Governors, IIT Delhi within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (**strike out as the case may be**) and not to make any modification in its terms and conditions.

A sum of **₹41,870.00** is hereby forwarded in Banker's cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of **Registrar, IIT Delhi** as earnest money. If I / We, fail to furnish the prescribed performance guarantee within prescribed period I / We agree that the said The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 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 the work as specified, I / We agree that The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 16 or the 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 those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I / We shall be debarred for participation in the re-tendering process of the work.

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

I / We hereby declare that I / We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall 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

Witness:

Postal Address

Address:

Occupation:

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of The Board of Governors, IIT Delhi, Hauz Khas, New Delhi - 110016 for a sum of (Rupees.....).

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

- (a)
- (b)
- (c)

For & on behalf of Board of Governors, IIT Delhi

Signature

Designation

Dated:

C.....Nil

L..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



PROFORMA OF SCHEDULES

[Operative Schedules to be supplied separately to each intending tenderer]

SCHEDULE 'A'

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
	← Nil →			

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
	← Nil →		

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

----- Nil -----

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.

**SCHEDULE 'E'**

Reference to General Conditions of contract [GCC]

1	Name of work	:	A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi
2	Estimated cost of work	:	₹20,93,172.00
3	Earnest Money	:	₹41,870.00
4	Performance Guarantee	:	5 percent of tendered value
5	Security Deposit	:	5 percent of tendered value

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS**

: Officer inviting tender

Maximum percentage for quantity of items of work to be executed beyond which rate to be determined in accordance with Clauses 12.2&12.3	:	See below
Definitions:		
2[v]	Engineer – in - charge	: Executive Engineer [Elect]
2[vi]	Accepting Authority	: Executive Engineer [Elect]
2[x]	Percentage on cost of materials and labour to Cover all overheads and profits	: 15 percent
2[xi]	Standard schedule of rates	: Institute Prescribed Rate
2[xii]	Department	: E & W, IIT Delhi
9[ii]	Standard IITD Contract Form	: General Conditions of Contract 2010, IITD Form 7/8-2010 modified & Corrected up to date of submission of tender

Clause 1:		
[i]	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	: 15 days
[ii]	Maximum allowable extension with late fees @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above	: 1 to 15 days
Clause 2:		
Authority for fixing compensation under clause 2	:	Institute Engineer
Clause 2 A:		
Whether Clause 2A shall be applicable	:	No
Clause 5:		
Number of days from the date of issue of letter of award for reckoning date of start	:	10 [ten] days

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



Milestone(s) as per table given below:-

Sl. No.	Description of Milestone (Financial)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of mile stone
N O T A P P L I C A B L E			

Time allowed for execution of work	:	06 Calendar Months
Authority to decide:		
Extension of time	:	Executive Engineer[Engineer-in-charge]
Rescheduling of mile stones	:	NOT APPLICABLE
Clause Applicable 6 or 6A:	:	Clause 6 A
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	:	Not Applicable
Clause 10 A:		
List of testing equipment to be provided by the contractor at site lab	:	As desired by the Engineer-in-charge relating to the work
Clause 10B(ii):		
Whether Clause 10 B (ii) shall be applicable	:	No
Clause 10C:		
Component of labour expressed as percent of value of work	:	80 percent

Clause 10CA:

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
1			
2			
3			
4			

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

C.....Nil I..... Nil O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	:	18 months
Schedule of component of other Materials, Labour, POL etc. for price escalation		
Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work	:	X _m : 20 percent
Component of Labour expressed as percent of total value of work	:	Y : 80 percent
Component of P.O.L. expressed as percent of total value of work	:	Not Applicable

Clause 11

Specifications to be followed for execution of work	:	CPWD General specifications for Electrical work Part-I (Internal) Part-II (External), Part-IV (Substation), Part-VII, Statutory Labour Regulations, IITD Stipulation with upto date modification
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Clause 12

Type of work	:	Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration
Clause 12.2. & 12.3		
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	:	30 percent
Clause 12.5		
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	:	100 percent

Clause 16

Competent Authority for deciding reduced rates	:	Executive Engineer
--	---	---------------------------

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

1.....	2.....	3.....
4.....	5.....	6.....
7.....	8.....	9.....

Nil

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
←----- N. A. -----→							

C.....Nil I..... Nil O..... Nil



Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor.....(Name of contractor) (hereinafter called "the contractor") has submitted his tender dated for the construction of(name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we.....(name of bank) having our registered office at..... (hereinafter called "the Bank")are bound unto

..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
 - OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,
 - OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

C.....Nil I..... Nil O..... Nil



COMMERCIAL AND ADDITIONAL CONDITIONS

1 General

- 1.1 The tenderer should in his own interest visit the site and get familiarized with the site conditions before tendering for the following work.
- 1.2 **Name of work & location: A.R & M. O. D.G. Sets of various Capacity at IIT Delhi ; Sub Head - Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi**
- 1.3 No T&P shall be issued by the Department and nothing extra shall be paid on account of this.

2 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 of Tender:-
Bidder shall submit the cost of tender documents, if any, e-tendering processing fee and earnest money, other documents, price bid in prescribed manner as indicated in "INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE"
- 2.3 The tenderers are advised not to deviate from the technical specifications / items, commercial terms and conditions of NIT like terms of payment, labour regulation, arbitration clause, escalation etc.
- 2.4 **The department reserves the right to reject any or all the price bids and call for fresh price tenders as the case may be without assigning any reason.**

3.0 Validity

Tenders shall be valid for acceptance for a **period of 06 months from the date of opening of price bid.**

4.0 Completion period

The completion period indicated in the tender documents is for the entire work of manning & operation of DG sets round the clock.

5.0 SAFETY CODES AND LABOUR REGULATIONS

- (i) In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for **penalty at the rate as deemed fit by the Engineer-in-charge**. In addition the Engineer-In-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.
- (ii) Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the contract period. The contractor 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 contractor due to the above provisions thereof.

6.0 Running in Period

- 6.1 Unless otherwise specified, in the additional conditions of the contract, the payment shall be made as per the relevant clauses of form PWD 7/8 forming a part of the tender documents.
- 6.2 **Operators are to be deployed by the contractor at all strategic sites as per direction of the Engineer-in-charge and all shifts are to be provided with at least one mechanic grade man and one helper [helper for important sites only]. Supervisor of the contractor shall inform the Engineer-in-charge on daily basis about the deployment of manpower at different sites.**

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



7.0 Security Deposit

Security deposit shall be deducted from each running bill and the final bill to be the extent of 10 percent of the gross amount payable. However the maximum amount of security deposit will be 5 percent of the tendered value. The earnest money deposited shall be adjusted against this security deposit. **The security deposit may be released after 6 months of the date of recording completion certificate provided there is no labour issues are pending. Bank guarantee will not be accepted as security deposit.**

8.0 Performance Guarantee

The successful tenderer shall submit an irrevocable performance guarantee of 5 percent of the tendered amount in addition to other deposits mentioned elsewhere in the contract in the contract for his proper performance of the contract agreement within 06 months of issued of letter of acceptance of tender. This guarantee shall be in the form of Demand draft/ Pay order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit pledged in favour of Executive Engineer or as specified in the letter of acceptance of tender. **The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 Days beyond.** This bank guarantee shall be kept valid till the recoding of completion certificate for the work by the competent authority.

9.0 Rates

9.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (i/c works contract taxes), duties & levies, octroi etc.

9.2 Octroi duty shall not be paid separately but octroi exemption certificate can be furnished by the department on demand. However the department is not liable to reimburse the octroi duty in case exemption certificates are not honored by the concerned authorities.

10.0 COMPLETION PERIOD

The completion period of **6 calendar months** indicated in the tender documents is for the entire work of round the clock manning and operation of DG sets including deployment of manpower upto the satisfaction of the Engineer – in – charge.

11.0 COMPLETENESS OF TENDER

All work necessary for providing uninterrupted manpower for smooth running and operation of DG sets like time to time filling of diesel in the service tank, arranging and transporting of diesel from one site to another site, manual operation of DG & breakers if automation fails and all other items which are useful and necessary for efficient operation of DG sets shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

12.0 Care shall be taken by the contractor while handling and operating of DG sets and switchgears to avoid damage to the DG sets. He shall also remove at his cost all unwanted and waste material arising out of his activities from the site of work.

13.0 Compliance with Regulations and Indian Standards

13.1 That the contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the IITD indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the IITD shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.

14.0 Mobilization Advance:

14.1 No mobilization advance shall be paid for this work.

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



15.0 CLEAN UP WORKS AT SITE

During erection the contractor shall at all times keep the working and storage areas free from waste or rubbish. On completion of erection he shall remove all temporary structures, debris and leave the premises clean to the full satisfaction of the department.

16.0 COOPERATION WITH OTHER AGENCIES

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work / contract smooth.

No remuneration should be claimed from the department for such technical cooperation. If 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 tenderer during the course of work, such expenditure incurred will be recovered from 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 tenderer himself.

17.0 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 and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of operation and manning under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

C.....Nil

I..... Nil

O..... Nil

D'Man /J.E.

A.E.E / A.E.

E.E.



SPECIAL TERMS AND CONDITIONS

GENERAL

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the IITD shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment under intimation to the Engineer-in-charge. Subsequently, the contractor shall review work arrangement from time to time. The contractor shall further be bound by and carry out the directions/instructions given to him by the Engineer-in-charge in this respect from time to time.
3. That the Engineer-in-charge or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his/her duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Engineer-in-charge. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Engineer-in-charge, in case of any of the aforesaid acts on the part of the said person.
5. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948. Minimum wages shall be paid by the Agency / Contractor at the rate fixed by Delhi Govt. / IIT Delhi from time to time. Arrears, if due as result of increase in minimum wages would be reimbursed to the contractor on submission of proof of actual payment to the worker. In case of half yearly increase in Minimum wages by the Govt. of NCT of Delhi, the contractor will submit copy of gazette notification to the Institute and the same may be considered by the Institute.
6. **Contractors will apply to the Labour Commissioner for obtaining a Labour License as applicable and will submit a copy of license to Engineer-in-charge before claiming bill.**
7. The contractor shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct or acts of his employees so deployed.
8. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of provisions of the Labour Laws including the provisions of Contractor Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Engineer-in-charge a sum as may be claimed by IIT Delhi.
9. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hour / leave for which the work is taken from them, do not violate relevant provisions of shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
10. That the contractor shall keep the IITD indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case IITD is made party and is supposed to contest the case, IITD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to IITD on demand. Further, the contractor shall ensure that no financial or any other liability comes on IITD in this respect of any nature whatsoever and shall keep IITD indemnified in this respect.
11. The Work is to be carried out for stipulated period of time and may be extended further as desired by Engineer-in-charge.
12. Non Judicial stamp paper worth Rs. 10/- (Ten Rupees only) will be submitted by the contractor which will have to be signed as token of acceptance.
13. Institute reserves the right to remove any person deployed by the firm, without assigning any reason/notice. This will be without prejudice to the right of the contractor to remove any of his own employees deployed in the Institute.

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14. **The contractor must deploy a minimum of 17 (seventeen) Nos. I.T.I. trained skilled man with minimum three years' experience for manning and operation & other associated work and 10 (ten) Nos. Helper on all working days and Sundays & holidays so that no site and no shift shall be void of any operator. In addition to these one Supervisor having at least Diploma in Engineering with three years' experience or ITI Electrician with ten years' experience shall be provided. Supervisor of the contractor will intimate the Engineer-in-charge on daily basis. He shall be vigilant and inspect every site and deploy manpower in sites displaying duty chart. Suitable substitute arrangement should be made by him / contractor if operator[s] / helper[s] remain[s] on leave / absent / fail[s] to attend duty. No extra payment shall be made by the IITD in this regard.**
15. That the contractor shall submit detail of the names, parentage, residential address, age, educational qualifications, experiences, etc. of the persons deployed by him in the premises of the IIT Delhi for the purpose of proper identification & category of the employees of contractor deployed at various points/sections. He shall issue identity cards bearing their photographs / identification, etc. and such employees shall display their identity cards at the time of duty.
16. That the performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
17. That the persons so deployed shall be exclusively for duties in IIT Delhi campus.
18. **That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at IIT Delhi in their respective names [showing employee's share & employer's share] before submitting the bill for the subsequent month. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force IITD to deduct a proportionate amount from the bills, as decided by the competent authority of IITD & Security Deposit shall be withheld.**
19. **The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at IIT Delhi office before claiming bill.**
20. The Institute can increase or decrease the manpower requirement in case there is a further increase or decrease in area to be maintained. **The increase/ decrease in manpower would accordingly affect the billing on pro-rata basis.**
21. That the contractor shall be required to maintain **permanent attendance register in addition to Biometric Attendance** at the IITD premises which shall be open for inspection and checking by the authorized officers of the IITD.
22. **That the contractor shall make the payment of wages, etc. to persons so deployed monthly basis through Bank Cheque on or before 10th day of every month in accordance with the prevalent minimum wages and rules fixed by the authority concerned.**
23. The contractor shall further keep the IITD indemnified against any loss to the IITD property and assets. The IITD shall have further right to adjust and / or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
24. It would be responsibility of contractor to arrange all permission/ approvals from all local bodies/statutory bodies & nothing extra shall be paid on account of this by the Institute.
25. Log Books [as prescribed] required at site of operation of DG sets shall be supplied and to be maintained at site by the contractor. Stationary required for submitting daily, monthly, time to time shall be provided by the contractor.
26. The contractor shall deploy manpower in consultation of the Engineer-in-charge. Duty shall be assigned in different shifts by the supervisor of the contractor and he will control and look after the duties of the operators. No shift shall be void of any operator and contractor shall arrange and substitute another operator in case of absence of any operator(s). However, department shall not pay any extra for this arrangement / substitution.
27. EPF & ESI shall be reimbursable on production of proof as stated in point 18 & 19 above.
28. Successful bidder shall submit Bank Guarantee amounting to a sum of one job within 15 days after award of work. This amount shall be got realized & paid to the contractual workers in case of any default on account of short of wages paid to them.

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PENALTIES

29. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor.
30. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Engineer-in-charge, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
31. If any worker is found absent unauthorizedly from duty, penal charges @Rs.200/- per day per supervisory staff, @Rs.150/- per day per mechanic and @Rs.100/- per day per helper level staff shall be deducted from each R/A bill in addition to normal daily wages.
32. In case of any dispute, the arbitrator shall be appointed by the Director, IIT Delhi and his decision shall be final as well as binding on both the parties.
33. Some restrictions may be imposed by the security staff of IIT Delhi etc. on the working and or movement of labour & material.

GENERAL DEDUCTIONS

34. Work Contract Tax [@4%] and income tax [@2%] and other taxes as applicable shall be deducted in force from the bills of contractor.
35. 1% labour cess will be deducted from the bills of contractor.

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SCOPE OF WORKS

1. DETAILED SCOPE OF WORK:

- 1.1. PROVIDING AND DEPLOYMENT OF MANPOWER 17 Nos. [SEVENTEEN] SKILLED, 10 Nos. [TEN] HELPER AND 1 [ONE] SUPERVISOR ON DAILY WAGES BASIS FOR DG SET MANNING AND OPERATION & ASSOCIATED WORK AS DETAILED BELOW FOR A PERIOD OF SIX MONTHS FROM THE DATE OF ORDER TO COMMENCE THE WORK.
2. Daily cleaning / removing dusts/ dirt of the DG Set i.e. Engine & Alternator, its allied Control Panel Boards (externally), its Batteries, Battery Charger and the batteries kept for charging / maintenance works. The contractor shall provide necessary aid for cleaning the sets.
3. Operation of the DG Set during the power failure from the Electricity Mains during the office hours and odd hours or as per the instructions of the Engineer-in-charge as and when required. Separate Log Book for every DG sets as per prescribed proforma indicating time of operation and other parameters with respect to operation of DG Set should be maintained separately and monthly report [as per prescribed proforma] duly verified by the supervisor of the contractor shall be handed over to the Engineer-in-charge.
4. Daily monitoring / topping-up of Acid levels / distilled water in the Batteries kept at Battery Charging Room, Batteries connected with the DG Set, Cable cleaning, Terminal cleaning and applying petroleum jelly [to be given by the contractor] etc., including record keeping of the Specific Gravities / voltage in the register.
5. Daily monitoring and recording / topping-up of HSD level in the service Tank, Lub Oil level and other safety parameters of the DG Set. Including transportation of HSD safely from one site to another site whenever required.
6. Proper stacking of HSD Drums, Lub. Oils, other consumable items required for the maintenance works in the DG Set Room.
7. Responsible for any pilferage of the costly items like HSD, Lub. oil Batteries etc. kept at the DG Set, and Switching ON/OFF of Electrical fixtures i.e lights/fans etc, to avoid wastage of power in DG set area.
8. **Checking of insulation resistance, Earth Resistance etc., periodically [once in three months] in presence of the Engineer-in-charge or institute representative and values to be submitted to the Engineer-in-charge on conducting such tests. Necessary T & P shall be provided by the contractor.**
9. Providing help & support while purchasing diesel from outside Pump and safe delivery [unloading] of diesel drums at different sites as and when required.

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MONTHLY REPORT TO BE SUBMITTED BY THE SUPERVISOR OF THE CONTRACTOR

Month	Year			Site Name				DG No.				
	Date	DG Capacity	Start Time	Stop Time	Hr	Min	Reason for run	Diesel Received [litre]	Consumption [litre]	Balance in service tank [litre]	Diesel Stock at site [litre]	HR meter reading

SIG. OF SUPERVISOR

SIG. OF OPERATORS

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**IITD -2010 CORRECTION SLIPS**

In General condition of contract for IIT Delhi works department 2010 –

Reference	Existing	Modified
Clause 10B (ii), Para-2	Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.	Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.
Clause 3 (vii)	If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.	If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

Reference	Existing Provision	Modified Provision
Page 5, IITD 2010	Page 5, IITD 2010 4A. Applicable for Percentage Rate Tender only (IITD-7) In case of Percentage Rate Tenders, a tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.	Page 5, IITD 2010 4A. Applicable for Percentage Rate Tender only (IITD-7) In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :- 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender. 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender. 3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender: Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. New Para 4B is added as below: 4B: In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised

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		<p>percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.</p> <p>In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.</p> <p>If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.</p> <p>In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.</p> <p>Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.</p>
Reference	Existing Provision	Modified Provision
10A (page 6-7)	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. (Remaining part deleted)
Reference	Existing Provisions	Modified Provisions
Deviations/ Variations Extent and Pricing	CLAUSE 12 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the	CLAUSE 12 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be

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	works in accordance with any instructions given to him writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided.	bound to carry out the works in accordance with any instructions given to him writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main works except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.
Deviations, Extra Items, Pricing	12.2 In the case of extra items (items that are completely new and are in addition to the items contained in the contract), the contractor may within 06 months of receipt of order or occurrence of the item(s) claim rate, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving considerations to the analysis of the rates submitted by the contractor, determined the rates on basis of market rates and the contractor shall be paid in accordance with the rates so determined.	12.2 A. For Project and original works: In the case of extra items (items that are completely new and are in addition to the items contained in the contract), the contractor may within 06 months of receipt of order or occurrence of the item(s) claim rate, supported by proper analysis, for the work and the Engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving considerations to the analysis of the rates submitted by the contractor, determined the rates on basis of market rates and the contractor shall be paid in accordance with the rates so determined. B. For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.
Deviation, Substituted Items, Pricing	In the case of substituted items (items that are taken up with partial substitution or lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para. (a) If The market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted).	A. For Project and original works: In the case of substituted items (items that are taken up with partial substitution or lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para. (a) If The market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable

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	<p>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)</p>	<p>to the contractor for the substituted item shall be the rate for the agreement item (to be substituted).</p> <p>(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted). For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration:</p> <p>In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above below quoted contract amount.</p> <p>Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p>
<p>Deviation, Deviated Quantities, Pricing</p>	<p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p>	<p>A. For Project and original works:</p> <p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p> <p>B. For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration:</p> <p>In the case of contract items, which exceed the limit laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.</p>
	<p>12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any</p>	<p>12.3 A. For Project and original works:</p> <p>The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the</p>

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	<p>reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>	<p>excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p> <p>B. For Maintenance including works of upgradation, aesthetic, special repair, addition/ alteration:</p> <p>In the case of decrease in the rates Prevailing in the market of items for the the work excess of the limits laid down in Schedule F, and the</p> <p>Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>
Schedule F	<p>Clause 12</p> <p>No provision.</p>	<p>Clause 12</p> <p>Type of work ___ *** _____</p> <p>*** To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration.</p>

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Name of work:A.R & M. O. D.G. Sets of various Capacity at IIT Delhi

Sub Head: Providing and Deployment of Manpower for Round the Clock Manning & Operation of DG Sets at IIT Delhi

SCHEDULE OF QUANTITY

Item No.	Description of items	Quantity	Rate [Rs]	Unit	Amount [Rs]
1	Providing and deployment of manpower for round the clock [in three shifts on everyday] manning and operation of different capacities DG sets installed in different strategic locations inside the IITD campus including manual operation of DG sets and breakers / switch gears for supplying of DG power as and when required during mains failure including up-keeping of routine maintenance, cleaning of DG sets and premise, logging of DG operation as per prescribed proforma, daily checking and reporting of diesel consumption & availability, condition of batteries, filling of diesel in service tank and transporting of diesel from site to site as and when needed, etc. as required by deputing at least following manpower:				
	[a] Mechanic Grade: 17 nos. & Helper Grade: 10 nos. & 1 supervisory grade [1 job means for carrying out the scheduled work for one month]	6 jobs		Job	
	TOTAL [Rs.]				

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