

NOTICE INVITING e-TENDERS

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

1. NIT No :- **8591/21 /E/IITD/2015-16**

Name of Work: **Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**

- | | | | |
|----|---------------------------------------|---|--|
| 2. | Estimated cost | : | Rs. 11,93,362.00 |
| 3. | Earnest Money | : | Rs. 23,867.00 |
| 4. | Period of completion | : | 17 Months. |
| 5. | Last time & date of submission of bid | : | 14-07-2015 upto 3:00 pm (on line) |

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: PLN05
Work code- W02631

Copy to: -

1. Institute Engineer
2. D.A. (Works Accounts) - for opening of tenders on **15-07-2015** at 3.00 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, I.I.T.D.

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

D'Man/ J.E.

A.E.E

E.E.(E)



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

INFORMATION AND INSTRUCTIONS FOR BIDDER 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 Firms/ Contractors registered in appropriate class and category with CPWD, MES, BSNL, and Railways dealing with **Electrical Installation work** for the following work:

Sl. No.	N.I.T. No.	Name of work & Location	Estimated cost	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 price/ financial bid
1	2	3	4	5		6	7	8	9	10
	8591/21 /E/IITD/2015-16	Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.	11,93,362.00	23,867.00	1,360.00	17 Months.	14-07-2015, 3:00 PM	Within 7 (seven) days of opening of bid. If the seventh day happened to be holiday then next working day.	14-07-2015, 3:30 PM	15-07-2015, 3:00 PM.

- 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 supply the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated

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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.
 - i) Firms/ Contractors must have completed satisfactorily one similar work of value not less than Rs. **9,54,700.00** or two similar works each of value not less than Rs. **7,16,100.00** or three similar works each of value not less than Rs. **4,77,400.00** during last 7 years ending last day of the month previous to the one in which applications are invited.
 - ii) e-tender processing fees – Rs. **1,360.00** to be deposited with “K.S.E.D.C. LTD” Electronically.
 - iii) **Earnest money of Rs. 23,867.00** in the form of Banker’s cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of “**Registrar, I.I.T. Delhi.**”
3. **Similar work means Providing and fixing electrical installation works.**
4. **The intending bidder must read the terms and conditions of 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. 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.**

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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:
- The similar work executed shall be **providing and fixing electrical installation works.**
 - The completed cost of the work
 - 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 last day of issue of Tenders or extended date of issue of Tenders.
14. Work means only work under Government/ Public Sector Under taking / 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.
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:**
- The bidder is found ineligible.
 - 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
 - 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.
 - The lowest bidder does not deposit physical EMD within a week of opening of tender.

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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 contractor.
3. Attested certificate of work experience.
4. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return of VAT.
5. Affidavit as per Notice Inviting Tender Condition 1.2.2. (To be submitted on stamp paper).
6. Acceptance to execute INTEGRITY PACT at page No. 11.
7. Undertaking as per ‘Sl. No. 9’ above 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 (Elect.),
For & on Behalf of BOG, IIT Delhi**

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D'Man/ J.E.

A.E.E

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I.I.T.D – 6 FOR e-TENDERING

I.I.T.D

**INDIAN INSTITUTE OF TECHNOLOGY
HAUZ KHAS, NEW DELHI - 110016
NOTICE INVITING e-TENDER**

Item rate tenders are invited on behalf of The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 from approved and eligible contractors of **CPWD** and those of appropriate class of **M.E.S., BSNL and Railway** dealing with Electrical Installation, for the work of **Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**

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 at **Rs.11,93,362.00**. 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 indicates 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 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 100/-) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

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 I.I.T.D 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)”

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2. Agreement shall be drawn with the successful bidders on prescribed Form No. I.I.T.D 7/8 which is available as I.I.T.D. 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 **as per Tender Notice** 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.**
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 (drawn in favour of Registrar IIT Delhi, Hauz Khas, New 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 – Rs. 1,360.00** to be deposited with “K.S.E.D.C. LTD” Electronically.

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- 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:
 - (i) The bidder is found ineligible.
 - (ii) 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 deposit of physical EMD of the scanned copy of EMD uploaded.**
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority
 - (iv) **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' 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 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 to rejection.

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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 at 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, 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.

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INTEGRITY PACT	I.I.T.D
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To

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Sub: NIT No. 8591/21 /E/IITD/2015-16 for the work of **“Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus”**

Dear Sir,

It is here by declared that I.I.T.D 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 I.I.T.D.

Yours faithfully,

Executive Engineer

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D'Man/ J.E.

A.E.E

E.E.(E)

INTEGRITY PACT**I.I.T.D**

To

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

Subject: Submission of Bid for the work of: - **Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**

Dear Sir,

I/We acknowledge that I.I.T.D. 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 I.I.T.D. 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, I.I.T.D 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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D'Man/ J.E.

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INTEGRITY PACT**I.I.T.D**

To be signed by the bidder and same signatory competent / authorized to
Sign the relevant contract on behalf of I.I.T.D.

INTEGRITY AGREEMENT

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

BETWEEN

The Board of Governors, I.I.T. Delhi, Hauz Khas, New Delhi - 16 represented through **Executive Engineer (Elect.)**, IIT Delhi

....., (Hereinafter referred as the
(Address of Division)

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

AND

.....
(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the
(Details of duly authorized signatory)

‘**Bidder/Contractor**’ and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender NIT No. **8591/21 /E/IITD/2015-16** (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for “**Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**”

(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.

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D'Man/ J.E.

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INTEGRITY PACT	I.I.T.D
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NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (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 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:

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D'Man/ J.E.

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INTEGRITY PACT	I.I.T.D
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- 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.**

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

E.E.(E)

INTEGRITY PACT

I.I.T.D

- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

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INTEGRITY PACT	I.I.T.D
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- 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 I.I.T.D.

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.

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

E.E.(E)

INTEGRITY PACT	I.I.T.D
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- 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

E.E.(E)

I.I.T.D – 7/8

I.I.T.D

I.I.T.D-7/8

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

Percentage Rate Tender / Item Rate Tender & Contract for Works

Tender for the work of “**Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**”

(A) (I) To be submitted online by **3:00 PM** on **14-07-2015**

(II) To be opened at **3:00 PM** hours on **15-07-2015** 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, I.I.T. Delhi, Hauz Khas, New Delhi - 16 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.

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

E.E.(E)

I.I.T.D – 7/8	I.I.T.D
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A sum of **Rs. 23,867.00** is hereby forwarded in Banker's cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of **Registrar, I.I.T. 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, I.I.T. 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, I.I.T. 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 I.I.T. 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

E.E.(E)

I.I.T.D – 7/8	I.I.T.D
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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, I.I.T. Delhi, Hauz Khas, New Delhi - 16 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

Dated: Designation

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

D'Man/ J.E.

A.E.E

E.E.(E)

PROFORMA OF SCHEDULES	I.I.T.D
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PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders) (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
1			4	
	← Nil →			

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1			
	← 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

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PROFORMA OF SCHEDULES	I.I.T.D
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SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work: **Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.**

Estimated cost of work	: Rs. 11,93,362.00
(i) Earnest Money	: Rs. 23,867.00
(ii) Performance Guarantee	: 5% of tendered value
(iii) Security Deposit	: 5% of tendered value

SCHEDULE 'F'**GENERAL RULES&DIRECTIONS****: Officer inviting tender IITD/ Form – 7/8-2010**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2&12.3

See below

Definitions:

- 2(v) Engineer-in-Charge **Executive Engineer**
- 2(viii) Accepting Authority **Executive Engineer**
- 2(x) Percentage on cost of materials and Labour to cover all overheads and profits: 15%
- 2(xi) Standard Schedule of Rates – **DSR-2013,+ Market Rates**
- 2(xii) Department – **Works department at I.I.T Delhi**
- 9(ii) Standard I.I.T.D Contract Form: GCC 2010, I.I.T.D 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

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

D'Man/ J.E.

A.E.E

E.E.(E)

PROFORMA OF SCHEDULES	I.I.T.D
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Clause 2A

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

Mile stone(s) as per table given below:-

Sl. No.	Description of Milestone (Financial)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of mile stone

Time allowed for execution of work : **As per tender notice.**

Authority to decide:

- (i) Extension of time : **Executive Engineer**
(ii) Rescheduling of mile stones : **Executive Engineer.**

Clause 6, 6AClause applicable - (6 or 6A) : **Clause 6****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

Rs. 2.98 Lakh.**Clause 10A**

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

As desired by the Engineer-in-charge relating to the work

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

E.E.(E)

PROFORMA OF SCHEDULES	I.I.T.D
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Clause 10B (ii)Whether Clause 10 B (ii) shall be applicable : **No****Clause 10C**Component of labour expressed as percent of value of work : **10 %****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		Nil	
3			
4			

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

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. -

Xm%

Component of Labour - expressed as percent of total value of work.

Y..... %

Component of P.O.L. - expressed as percent of total value of work.

Z..... %

Clause 11

Specifications to be followed for execution of work

CPWD General specifications for Electrical work Part-I (Internal) Part-II (External), With up to date modification

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

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PROFORMA OF SCHEDULES	I.I.T.D
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Clause 12

1. Type of work – Maintenance works including works of up-gradation, aesthetic, special repair, addition / alternation.

12.2. & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	: 30%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	: 100%

Clause 16

Competent Authority for

deciding reduced rates. **: Institute 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 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Director Indian Institute of Technology Delhi

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 Rs.	Words

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

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PROFORMA OF SCHEDULES	I.I.T.D
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Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates **2013** printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
- (a) Cement
- | | |
|---|----------------|
| For works with estimated cost put to tender not more than Rs. 5 lakh. | 3% plus/minus. |
| For works with estimated cost put to tender more than Rs.5 lakh. | 2% plus/minus. |
- (b) Bitumen All Works 2.5% plus only & nil on minus side.
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
- (d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement	As per CPWD Specification 2013	
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

C.....Nil

I..... Nil

O..... Nil

D'Man/ J.E.

A.E.E

E.E.(E)

BANK GUARANTEE BOND**I.I.T.D****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 his 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

D'Man/ J.E.

A.E.E

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**INDIAN INSTITUTE OF TECHNOLOGY
HAUZ KHAS, NEW DELHI - 110016
Commercial and Additional Conditions**

1 General

- 1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, final testing, commissioning, as per the CPWD General Specification for Electrical work **Part-I, II & IV** for the following works.

Name of work: Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.

- 1.2 The work shall be executed as per CPWD General Specifications for Electrical works as amended up to date and as per directions of Engineer-in-charge. These additional specifications and conditions are to be read in the Additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with schedule of quantities for the work.

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, 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, guarantee, 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 Validity

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

4 Completion period

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

5 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 for Rs. 200/- for each violation. In addition the Engineer-

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

D'Man/ J.E.

A.E.E

E.E.(E)

INDIAN INSTITUTE OF TECHNOLOGY DELHI.

In-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

- (ii) The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, cables etc. or wherever necessary so as to avoid accident. He shall also indemnify IITD against claims for compensation arising out of negligence in this respect. 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 execution of work. 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 Running in Period, Guarantee and Payment Terms

These shall be as per clauses 1.9, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17, 1.18, 1.19, 1.21, 1.22 (1 to 5), 1.23 (1 to 4), 1.24, 1.25, 1.26 & 1.27 of CPWD General Specifications as amended to date.

7 Security Deposit

Security deposit shall be deducted from each running bill and the final bill to be the extent of 10 % of the gross amount payable. However the maximum amount of security deposit will be 5 % of the tendered value. The earnest money deposited shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract. Bank guarantee will not be accepted as security deposit.

8 Performance Guarantee

The successful tenderer shall submit an irrevocable performance guarantee of 5% 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 17 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. 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. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary construction of storage, risk, overhead charges, general liabilities / obligations and clearance from concerned authority.
- 9.2 Octroi duty shall no be paid separately but octroi exemption certificate can be furnished by the department on demand. However the department is not liable to re-imburse the octroi duty in case exemption certificates are not honored by the concerned authorities.

10. COMPLETION PERIOD

The completion period of **17 Months** indicated in the tender documents is for the entire work of planning, designing, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer – in – charge.

11. COMPLETENESS OF TENDER

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

12. STORAGE AND CUSTODY OF MATERIALS

The existing Sub Station LT Panel room may be used for storage of materials and equipments. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over the installation by the department.

13. CARE OF THE BUILDING

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

14. WORKS TO BE DONE BY THE TENDERER

Following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:-

- i) Sealing of all floor slab/wall openings with PCC if, provided by the Department or contractor for pipes and cables, from fire safety point of view, after laying of the same.
- ii) Sealing of all wall openings left for duct crossing with brick machinery with plaster.
- iii) Painting of all exposed metal surface of equipments and components with appropriate colour.
- iv) Making opening in the walls/floors/slabs or modification in the existing openings wherever provided for carrying pipe line, ducts etc.
- v) Providing wooden/metallic frames for fixing grills/ diffusers.
- vi) Making good all damages caused to the structure during installation and restoring the same to their original finish.

Any other minor building work required for the successful execution of the system and its operation.

16. Power supply, water supply and Draining

It is clarified that electricity will be provided from the existing connection near building and necessary arrangement for tapping and termination of supply will be done by the contractor. The charges for electricity may be recovered from the running account bill of the contractor as per the bill raised by IIT Delhi authorities.

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17. Data manual and Drawings to be furnished by the tenderers:

17.1 With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

17.2 After Award of work

The successful tenderer would be required to submit the drawings as per para 1.18.2 within 3 days of award of work for approval before commencement of installation.

18.0 Data Manual and Drawings to be furnished by the Tenderers:

18.1 After Award of work the contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings however does not absolve the contractor not to supply the equipments/ materials as per agreement, if there is any contradiction between the approved drawings and agreement.

Any other drawings relevant to the work.

18.2 Completion Drawings

18.2.1 Three sets of the following laminated drawings shall be submitted by the contractor while handing over the complete site to the Department. In addition one set will be given on compact disc.

19. Extent of Work

19.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.

19.2 Minor building works necessary for installation of making of opening in floors or in walls and restoring to their original condition, finish and necessary grouting etc. as reqd.

19.4 Any item required for completion of the project but left inadvertently shall be executed with-in the quoted rate.

19.5 Contractor has to create PCC platform outside the building for fabrication and assembling of duct etc. as no fabrication will be allowed inside the building to avoid the damages and hindrance to other works

19.7 Contractor has to construct his own temporary store outside the building till the plant room is not ready and make watch and ward arrangement of the store. The location of the store shall be get approved from Engineer-in-charge.

19.8 Contractor has to provide technical assistance as and when required for approval of drawings etc.

20 Inspection and testing: Initial inspection at works and final inspection and testing at site shall be carried out as per chapter 17 of CPWD General Specification for HVAC works 2004 as amended to date may be read along with 17(22) of technical specifications.

21 Validity

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

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22. **Compliance with Regulations and Indian Standards, Indemnity & Insurance.**

22.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards as detailed in Para 1.21 & 1.22 of CPWD General Specifications for Electrical Work 2005 amended upto date.

23. **Mobilization Advance:**

23.1 No mobilization advance will be given.

24. **Insurance and Storage:**

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

25. **Verification of correctness of Equipment at Destination:**

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

26. **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.

27. **RATES**

Rates for each of the items of Schedule of Quantity shall be firm and consolidated for the equipment delivered, installed, commissioned and tested at site including all taxes and levies. Prices shall remain firm and free from variation due to rise and fall in the cost of material equipments. Labour or any other reason whatsoever due to changes in statutory rules and regulations so far as admissible under the conditions of the contract.

28. **TERMS OF PAYMENT**

The terms of payments shall be as indicated in General Conditions of Contract.

29. **PAINTING WORK**

The painting should be carried out as required and as per the instruction of the department. The procedure and the standard colour codes are as follows:

- 1) Cleaning the surface
- 2) Apply a primer coat of red oxide
- 3) Applying two coats of enamel paint of APPROVED colour code after applying cement primer for plastered surface.

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TESTS AT SITE & FACTORY

1. GENERAL

The contractor must perform all inspection and tests of the system as a whole and of components individually as required, under the supervision of the purchasers/ Engineer-in-charge in accordance with the provisions of the applicable CPWD or approved equal and as per load requirements.

2.0 PERFORMANCE TESTS

- 2.1 The installation as a whole shall be balanced and tested upon completion, and all relevant information, including the following shall be submitted to the purchasers.
- 2.1.1 Air volume passing through each unit, duct, grilles, apertures.
- 2.1.2 Differential pressure readings across each filter, fan and coil, and through each pump.
- 2.1.3 Electrical current readings, in amperes of full and average load running, and starting, together with name plate current of each electrical motor.
- 2.1.4 Continuous recording over a specified period, of ambient wet and dry bulb temperatures under varying degrees of internal heat loads and use and occupation, in each zone of each part of the building.
- 2.1.5 Daily records should be maintained of hourly readings, taken under varying degrees of internal heat load and use and occupation, of wet and dry bulb temperatures, upstream "on-coil" of each cooling coil. Also suction temperatures and pressures for each refrigerating unit. The current and voltage drawn by each machine.
- 2.1.6 Any other readings shall be taken which may subsequently be specified by the client.

3.0 MISCELLANEOUS

- 3.1 The above tests are mentioned herein for general guidance and information only but not by way of limitation to the provisions of conditions of contract and specification.
- 3.2 The date of commencement of all tests listed above shall be subject to the approval of the purchaser, and in accordance with the requirements of this specification.
- 3.3 The contractor shall supply the skilled staff and all necessary instruments and carry out any test of any kind on a piece of equipment, apparatus, part of system or on a complete system if the purchaser requests such a test for determining specified or guaranteed data as given in the specification or on the drawings.
- 3.4 Any damage resulting from the tests shall be repaired and/or damaged material replaced, to the entire satisfaction of the department.
- 3.5 In the event of any repair or any adjustment having to be made, other than normal running adjustment, the tests shall be void and shall be recommended after the adjustment or repairs have been completed.
- 3.6 The contractor must inform the department when such tests are to be made, giving sufficient notice, in order that the purchaser or his nominated representative may be present.
- 3.7 Complete records of all tests must be kept and 3 copies of these and location drawings must be furnished to the department.

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- 3.8 The contractor may be required to repeat the test as required, should the ambient conditions at the time not given, in the opinion of the purchaser, sufficient and suitable indication of the effect and performance of the installation as a whole or of any part, as required.
- 3.9 In case of equipments being supplied by the contractor from a place outside India for which department may or may not be able to send its representative, the manufacturers test certificates (for all acceptance test) for inspection of material and witnessing the various tests at the factory as carried out by the manufacturer have to be submitted along with the supply of equipments. This must be witnessed by a representative of the contractor.

MODE OF MEASUREMENTS

1. UNIT PRICES IN THE SCHEDULE OF QUANTITIES

- 1.1 The item description in the schedule of quantities is in the form of a condensed resume. The unit price shall be held to include everything necessary to complete the work covered by this item in accordance with the specifications and drawings. The sum total of all the individual item prices shall represent the total price of the installation ready to be handed over.
- 1.2 The unit price of the various items shall include the following:
- 1.2.1 All equipment, machinery, apparatus and materials required as well as the cost of any tests which EIC may request in addition to the tests generally required to prove quality and performance of equipment.
- 1.2.2 All the labour required to supply and installs the complete installation in accordance with the specifications/drawings.
- 1.2.3 Use of any tools, equipment, machinery, lifting tackle, scaffolding, ladders etc. required by the contractor to carry out his work.
- 1.2.4 All the necessary measures to prevent the transmission of vibration.
- 1.2.5 The necessary material to isolate equipment foundations from the building structure, wherever necessary.
- 1.2.6 Storage and insurance of all equipment apparatus and materials.
- 1.3 The contractor's unit price shall include all equipment, apparatus, material and labour indicated in the drawings and/or specifications in conjunction with the item in question, as well as all additional equipment, apparatus, material and labour usual and necessary to make in question on its own (and within the system as a whole) complete even though not specifically shown, described or otherwise referred to.
- 1.3.1 The contractor's unit price shall also include all taxes, duties, octroi, works contract tax etc as applicable.

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INDIAN INSTITUTE OF TECHNOLOGY DELHI**Special Terms & Conditions**

1. The Work has to be completed within the stipulated time.
2. In case of delay beyond the control of the contractor due to unforeseen circumstances or force majeure reasons, EOT shall be considered.
3. In case it is noticed that the firm is intentionally delaying the work for one reason or the other, the firm could be debarred for future works i/c forfeiture of the EMD.
4. In case of any extra item, the contractor shall seek prior permission in writing from the Engineer-in-charge and submit analysis of rates.
5. The quantities are tentative and could be increased or decreased.
6. The material shall be got approved from the Engineer-in-charge before utilization. Inferior/substandard material shall have to be removed from the site immediately. In case the contractor fails to remove the inferior / substandard material the Board reserves the right to dispose it off.
7. In case of slow progress/intentional delay by the contractor the work can be withdrawn/rescinded in whole or part thereof and executed at the risk & cost of the defaulting contractor.
8. 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.
9. Hindrance register shall be maintained by JE (E) at site.
10. Instructions given in Site Order Book would be followed immediately by the contractor.

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APPENDIX – I

ACCEPTABLE MAKE OF EQUIPMENTS AND MATERIALS		
S.No.	Name of items.	Approved Make.
1.	PVC insulated copper wire (All size)	Finolex / Skyline / Havells / ECKO, I.S.I. marked.
2.	Steel conduit	BEC /NIC/ AKG, ISI marked.
3.	PVC conduit	Poly pack / AKG/ Setia I.S.I. marked.
4.	Batten Holder /ceiling rose /call bell & ordinary Switch, socket/regulator (socket type)	Anchor / Antex / M. KAY I.S.I. Marked.
5.	Modular type 5A switch , socket & 15A Switch , socket and electronic fan regulator (stepped type)	ROMA / MK / Northwest/ LEGRAND I.S.I. marked.
6.	Modular plate & cover	ROMA / MK / Northwest / LEGRAND.
7.	Distribution board /MCB / Isolator	Legrand /Schnieder / L & T
8.	MCCB's / S.F.U. switches	L&T /Schnieder /Legrand
9.	Industrial type socket	Crompton/ Havells / Indo Asian
10.	Ceiling fans (All size).	Crompton Greaves / Usha / Havells, Model high speed.
11.	Exhaust fans (All size).	GEC Alstom/ Crompton greaves / Usha.
12.	L.T armoured cable.	Havells / Grandlay/ ICL/ Kalinga premium I.S.I. Marked.
13.	Energy meters.	Havells / Benitex / jaipur.
14.	Ammeter & Voltmeter.	AE /HPL /Enercon (Conserve).
15.	G.I. pipes.	JINDAL /TATA (I.S.I. Marked).
16.	LED.	PHILIPS /OSRAM / CREE /EDISOM /SEOL/CROMPTON GREAVES.
17.	Decorative classic steel poles	Twinkle / Crompton greaves / Philips / HI LITE/ LUSTER or Equivalent.
18.	LED based street light fitting	Twinkle / Crompton greaves / Philips or Equivalent.
19.	G.I. Box	Anchor / Legrand.

N.B: For any item not covered in the above list, the contractor shall get the samples approved from the Engineer-in-charge before the supply is made.

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**SUBMITTALS TO BE MADE BY THE CONTRACTOR DURING
THE EXECUTION OF WORK**

1. Daily Progress report stating number of men employed under each trading, Equipment at site etc.
2. Weekly/ fortnightly progressing report showing progress against programme.
3. Programme of work for the forthcoming week.
4. Labour and Equipment Deployed at site Requirement vs. actual deployed - Programmed
- fortnightly
5. Updated approved monthly PERT CHART along with monthly progress chart - Weekly.
6. Construction materials by Contractor Status and mobilization programme : - Fortnightly.
7. Progress Photographs - Fortnightly.
8. Value of work anticipated to be done in the forth-coming including value of any materials and equipment of large value - monthly

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SPECIAL CONDITIONS

1. 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.
2. No T & P would be supplied by the Institute and contractor will have to make his own arrangement.
3. The contractors are advised to get acquainted with the proposed work including specifications & its site and additional conditions carefully before quoting. No claim of any sort shall be entertained or account of any site conditions and ignorance of specifications & additional conditions. The work shall be carried out as per the availability of site.
4. The work shall be carried out as per CPWD specifications 2005 volume I & II with up – to date correction slips unless otherwise specified in the nomenclature of individual item or in the specification, additional conditions where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractor.
5. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e Royalty, Cartage, Sales Tax & stacking of material required at places etc.
6. The rates for different items of work shall apply for Heights & Depths, Leads & Lifts unless otherwise specified in the agreement or specifications applicable in the agreement.
7. Any damage done by the contractor to any existing item / any part of the building during the course of execution of work shall be made good by at his own cost.
8. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified as “**First quality**” by the manufacturer shall be used unless otherwise specified.
9. The sample of material required in the work brought at site shall be got approved from Engineer –in-Charge before use in execution of work.
10. The sample of material required for Testing shall be provided at free of cost by the contractor. Testing charges if any shall be borne by the Contractor and shall be reimbursed in case the test results are satisfactory. All other expenditure to be incurred for taking sample, conveyance, packing etc. shall be borne by the contractor.
11. The contractor shall submit a detailed programme of work within 7 days of the date of award of work. The Engineer – in- Charge can modify the programme and the contractors have to work accordingly.
12. Water and Electricity connections for carrying out the job will be given to the contractor. The contractor will pay for the water and Electricity consumed by him. Water charges @ 0.5% and Electricity charges @ 0.5% may be recovered from bills.
13. The contractor shall make his own arrangement for getting the permission with respect to trucks from the Traffic Police.
14. No payment shall be made to contractor for any damage caused by the rain, snowfall or any other natural causes what so ever during the execution of work.
15. Some restrictions may be imposed by the security staff of IIT Delhi etc. on the working and or movement of labour & material. **No labour camp/ huts shall be allowed in IIT Campus. The contractor shall make his own arrangement for labour huts out side the campus.** However constructions of cement

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16. Godown and Chowkidar's hut in the Campus shall be permitted. The contractor shall be bound to follow all such restrictions/ instructions and nothing shall be payable on this account.
17. The contractor shall be fully responsible for the safe custody of the material issued or brought at site by him for doing the work.
18. The Malba / Garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site of MCD.
19. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipments left out of his work & dress the site around the building to the complete satisfaction of the Engineer-in-Charge before the work is treated as completed.
20. Contractor has to quote against the item of schedule of credit of dismantle material. The contractor cannot quote either minus rate or zero rate for these items. **The minimum total amount to be quoted for these items is Rs. 16905.00.** This total quoted amount against these items will be considered in calculating lowest agency. However, actual recovery in bills will be made as per actual quantity of dismantle material received and rate quoted by agency.
21. Work Contract Tax @ 4% and income tax and other taxes as applicable shall be deducted from the bills of contractor.
22. 1% labour cess will be deducted from the bills of contractor.
23. For item of water proofing Guarantee Bond shall be submitted by contractor as per format provided by IIT Delhi.

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IITD -2010 CORRECTION SLIPS

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

	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.
Reference	Existing Provision	Modified Provision
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

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		<p>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.</p> <p>New Para 4B is added as below:</p> <p>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 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)	<p>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.</p> <p>However if the contractor has worked out the amount of the tender and if any discrepancy is</p>	<p>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.</p>

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	<p>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.</p>	(Remaining part deleted)
Reference	Existing Provisions	Modified Provisions
Deviations/ Variations Extent and Pricing	<p><u>CLAUSE 12</u></p> <p>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 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.</p>	<p><u>CLAUSE 12</u></p> <p>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 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.</p> <p>The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.</p>
Deviations, Extra Items, Pricing	<p>12.2</p> <p>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</p>	<p>12.2</p> <p>A. For Project and original works:</p> <p>In the case of extra items (items that are</p>

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	<p>within 17 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.</p>	<p>completely new and are in addition to the items contained in the contract), the contractor may within 17 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.</p> <p>B. For Maintenance including works of up gradation, aesthetic, special repair, addition/ alteration:</p> <p>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.</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, Substituted Items, Pricing</p>	<p>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.</p> <p>(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).</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)</p>	<p>A. For Project and original works:</p> <p>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.</p> <p>(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).</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</p>

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		<p>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 up gradation, 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>
Deviation, Deviated Quantities, Pricing	<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 up gradation, 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</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</p>

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	<p>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>	<p>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 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 up gradation, 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 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>
<p>Schedule F</p>	<p>Clause 12 No provision.</p>	<p>Clause 12 Type of work ___ *** _____ *** To be filled by NIT approving authority either Project and original work or Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration.</p>

INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS NEW DELHI 110016.

Name of work: Rehabilitation & Renovation work in type IV - C (8Nos) type III- B (2Nos) type III- A (02Nos) type II - B (2 Nos. part renovation) & type II - A (2 Nos. part renovation) houses in east campus at IIT Delhi. Subhead: Providing E.I. & fans in 10 Nos. (Type IV-C, III-B & III-A) in east campus.

SCHEDULE OF QUANTITY

S. No	Description of items.	Qty	Rate.	Amount
1	SH-1 (E.I.WORK) Wiring for light point/c.fan point/ exhaust fan point/ call bell point with 1.5sq.mm FR PVC insulated copper conductor single/multi core cable in surface/ recessed steel conduit, with modular switch, modular plate, suitable GI box & earthing the point with 1.5sq.mm. FR PVC insulated copper conductor single core etc as reqd. Group B	306 Pts.	In figure. In word.	
2	Wiring for twin control light point with 1.5 sq.mm FR PVC insulated copper conductor single/multi core cable in surface/ recessed steel conduit, 2 way modular switch, modular plate, suitable GI box & earthing the point with 1.5 sq.mm. FR PVC insulated copper cond. Single/multi core cable etc as reqd.	20 Pts.	In figure. In word.	
3	Supplying & fixing 2 module stepped type electronic fan regulator on the existing modular plate switch box i/c connections but excluding modular plate etc as reqd.	60 Nos.		
4	Supplying & fixing call bell/ buzzer suitable for D.C/A.C single phase, 230 volts, complete as reqd.	10 Nos.	In figure. In word	
5	Wiring for circuit/ Submain wiring along with earth wire with the following sizes of FR PVC insulated copper conductor, single/multi core cable in surface/ recessed steel conduit as reqd. (a) 2X2.5 sq.mm+1X 2.5 sq.mm earth wire.	550 Meter.	In figure. In word	
	(b) 4 X 2.5 sq.mm + 2 X 2.5 sq.mm earth wire.	210 Meter.	In figure. In word	
	© 2 X 6 sq.mm + 1 X 6 sq.mm earth wire.	205 Meter.	In figure. In word	
6	Wiring for light/ power plug with following size FR PVC insulated copper conductor single core cable in surface/ recessed steel conduit along with following size FR PVC insulated copper conductor single/multi core cable for loop earthing as reqd. (a) 4 X 4 sq.mm + 2 X 4 sq.mm earth wire.	375 Meter.	In figure. In word	
	(b) 2 X 4 sq.mm + 1 X 4 sq.mm earth wire.	820 Meter.	In figure. In word	

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7	Wiring for 3 pin 5/6 amps plug point with 1.5 sq mm FR PVC insulated copper conductor cable i/c pdg and fixing 3 pin 5/6 amps modular socket outlet on switch board & 5/6 amps modular type switch, earthing the 3rd pin, painting etc as required.	60 Nos.	In figure. In word	
8	Supplying & fixing suitable size GI box with modular plate & cover in front on surface or in recess, including providing & fixing 6 pin 5/6 & 15/16 amps modular socket outlet & 15/16 amps modular switch, connection etc. as reqd.	60 Nos.	In figure. In word	
9	Supplying & fixing suitable size GI box with modular plate & cover in front on surface or in recess, including providing & fixing 3 pin 5/6 amps modular socket outlet & 5/6 amps modular switch, connection etc. as reqd.	70 Nos.	In figure. In word.	
10	Supplying & fixing 20 amps, 240 volts, SPN industrial type, socket outlet, with 2 pole & earth, metal enclosed plug top along with 20 amps "C" curve, SP, MCB, in sheet steel enclosed, on surface or in recess, with chained metal cover for the socket out let & complete with connections, testing & commissioning etc. as reqd.	30 Nos.	In figure. In word.	
11	Erection of wall bracket/ ceiling fittings of all sizes & shapes containing upto two glass lamps per fitting, complete with all accessories including connection etc. as reqd.	70 Nos.	In figure. In word.	
12	Installation, testing & commissioning of ceiling fan, including wiring the down rods of standard length (upto 30cm) with 1.5sq.mm FR PVC insulated, copper conductor, single/multi core cable etc. as reqd.	60 Nos.	In figure. In word.	
13	Supplying & fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as reqd. (a) 200 mm X 300 mm X 100 mm deep (loose wire box)	10 Nos.	In figure. In word.	
	(b) 180 mm X 100 mm X 60 mm deep (loose wire box)	6 Nos.	In figure. In word.	
14	Supplying & fixing brass batten/ angle holder including connection etc. as reqd.	100 Nos.	In figure. In word.	
15	SH- II (supply items) Supplying of wall bracket fitting (fancy type) complete with glass shade as required. (Make – SK-5/ SK-3)	70 Nos.	In figure. In word.	
16	Supply of following ceiling fan complete with capacitor, down rod, canopies, hanging shackle, blades, suitable for use on 220/240 volts 50 HZ, single phase A/C supply. (Make- Havells Velocity/ Crompton Greaves Highspeed / Usha Striker). (a) 56" (1400mm) ceiling fan.	60 Nos.	In figure. In word.	

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17	SH -III (DB & MCBs) Supplying and fixing following way type single pole and neutral MCB distribution board, 240 volts, on surface /recess complete tinned copper busbar, neutral busbar, earth bar, din bar, detachable gland plate, interconnections phosphatized and powder painted i/c earthing etc. as required. (Make – L&T / Schneider / legrand) (a) 8 way double door type	10 Nos.	In figure. In word.	
	(b) 12 way double door type	10 Nos.	In figure. In word.	
18	Supplying & fixing following rating, double pole (single phase and neutral), 240 volts, MCB in the existing, MCB DB complete with connection, testing and commissioning etc. as required. (a) 63 amps. D.P. MCB.	10 Nos.	In figure. In word.	
	(b) 40 amps. D.P. MCB.	10 Nos.	In figure. In word.	
19	Supplying and fixing 5amps to 32 amps rating 240/415 volts, C-curve miniature circuit breaker suitable for inductive load of single pole in the existing MCB DB complete with connections, testing and commissioning etc as required. (a) Single pole.	150 Nos.	In figure. In word.	
20	Supplying and fixing of 25 mm dia PVC conduit along with accessories on surface/ recess i/c cutting the wall, making good the same in case of recessed conduit as required. (Make – AKG / Setia /Polypeck I.S.I. Mark.)	300 Meter.	In figure. In word.	
21	Supplying & drawing 2 pair 0.5 sq.mm FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as reqd. (Make- DELTON)	500 Meter.	In figure. In word.	
22	Supplying and fixing 75mmx75mm (2 modules) size G.I box with modular plate and cover in front on surface or in recess i/c pdg fixing 2 nos. RJ-11 socket out let, connection etc as required. (Make – Anchor Roma)	45 Sets.	In figure. In word.	
Total. (A) = Rs.				

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(B) Credit for Dismantled Unserviceable Material

S.No	Description	Qty	Rate.	Amount
1	Dismantled old Aluminium/ Copper wire.	40 Kg.	In figure. In word.	
2	Dismantled of old Dis. Board of different size.	20 Nos.	In figure. In word.	
3	Dismantled of SP MCB of different capacity	110 Nos.	In figure. In word.	
4	Dismantled old M.S. box with bakelite sheet of different size.	35.5 kg.	In figure. In word.	
5	Dismantled of old piano type 5A switch.	300 Nos.	In figure. In word.	
6	Dismantled of old piano type 15A switch	90 Nos.	In figure. In word.	
7	Dismantled of old resistance type fan regulator	70 Nos.	In figure. In word.	
8	Dismantled of old fancy wall bracket fitting with glass shade	70 Nos.	In figure. In word.	
9	Dismantled of old piano type 5A socket	50 Nos.	In figure. In word.	
10	Dismantled of old piano type 15A socket	90 Nos.	In figure. In word.	
11	Dismantled old 1200mm ceiling fan.	20 Nos.	In figure. In word.	
12	Dismantled old 1400mm ceiling fan.	40 Nos.	In figure. In word.	
	Total. (B) = Rs.			
	Minimum total amount to be quoted for credit of dismantled material = Rs.		16,905.00	
	Net Tender Cost (A) - (B) = Rs.			

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