

**No. 2(35)/2011-Engg.**  
**Government of India**  
**Ministry of Communication & Information Technology**  
**Department of Information Technology**  
**Engg. Section**

Tender No. 2(35)/2011-Engg

Dated: 30<sup>th</sup> January, 2012.

**TENDER NOTICE**

The Department of Information Technology, Electronics Niketan, 6, CGO Complex, Lodi Road, New Delhi-110 003 invites sealed Item Rate Tenders for Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan in this Department, from reputed Contractors for the following works, who have suitable experience in the relevant field, with technical, financial & infrastructural capabilities in accordance with relevant clauses of the tender document, including its Annexure.

Sl. No.	Name of work	Approximate cost	Earnest Money Deposit
1.	Civil Works	Rs. 97 lakhs	Rs. 1,94,000/-
2.	Electrical Works	Rs. 20 lakhs	Rs. 40,000/-
3.	Supply and Installation of LAN work and other misc. equipments etc.	Rs. 13 lakhs	Rs. 26,000/-

Interested bidders are requested to note the following:

1. Tender Document can be obtained free of cost and site may be inspected for which interested parties may contact Sh. B.D. Sharma, Joint Director (Bldg.), Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003, Telephone No.: 24363154, from the date of publishing of this advertisement to 9<sup>th</sup> February, 2012 between 10.00 AM to 4.00 PM on working days only. The complete tender document can also be downloaded from the Website **[www.mit.gov.in](http://www.mit.gov.in)**.
2. Earnest Money Deposit (EMD) in the form of Crossed Demand Draft/Pay Order/Bankers Cheque/ FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi needs to be enclosed with the Tender.
3. Sealed Tenders shall be required to be dropped in the tender box kept at Reception of Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 up to 10<sup>th</sup> February, 2012 at 14-30 hrs. Tenders will be opened on the same day at 15.00 hrs.
4. In case of unscheduled holiday on the closing/opening of Tender, the next working day will be treated as scheduled prescribed day of closing/opening of Tender, the time notified remaining the same.

Joint Director (Bldg.)  
Department of Information Technology

**No.2(35)/2011-Engg.  
Government of India  
Ministry of Communications & Information Technology  
Department of Information Technology  
Electronics Niketan, 6, CGO Complex,  
Lodi Road, New Delhi-110 003**

**NOTICE INVITING TENDER**

Tender No.2(35)/2011-Engg. (A)

Dated: 30<sup>th</sup> January, 2012.

The Department of Information Technology (DIT) is housed in a state of art building called "Electronics Niketan" situated at 6, CGO Complex, Lodi Road, New Delhi-110003. Sealed Item Rate Tenders are invited for Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan (Civil work) in this Department, from reputed Contractors who have valid registration for civil works with at least one of the organizations i.e. CPWD, MES, BRO, RAILWAYS and have suitable experience in the relevant field, with technical, financial & infrastructural capabilities in accordance with relevant clauses of the tender document, including its Annexures.

**GENERAL INFORMATION**

**1.1** General information pertaining to the tender is given below:

<b>1.1.1</b>	Brief description of Schedule of Work	Renovation of area at 4 <sup>th</sup> floor (4051-55) at Electronics Niketan (Civil work)
<b>1.1.2</b>	Type Of Tender	Double Cover, Item Rate Tender
<b>1.1.3</b>	Earnest Money Deposit (EMD)	Rs. 1,94,000/-
<b>1.1.4</b>	Mode of E.M.D.	Crossed Demand Draft/Pay Order/Bankers Cheque /FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi.
<b>1.1.5</b>	Performance Guarantee	Rs. 4,85,000/- in the form of Crossed Demand Draft/Pay Order/Bankers Cheque/ FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee as per <b>Annexure-5</b> from a Scheduled Bank as defined in <b>para 21</b> .
<b>1.1.6</b>	Validity of Performance Guarantee	60 days beyond the date of completion of the work as defined in <b>para 25</b> .

<b>1.1.7</b>	Security Deposit	<b>5%</b> security deposit shall be deducted from the bills.
<b>1.1.8</b>	Tender Document can be obtained free of cost from	Joint Director (Bldg.), Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 Ph: 24363154  The complete tender document can also be downloaded from the Website <a href="http://www.mit.gov.in">www.mit.gov.in</a> .
<b>1.1.9</b>	Period (Date & Time) of issue of Tender Document	From 10.00 AM to 4.00 P.M. from the date of publishing of this advertisement up to 9 <sup>th</sup> February, 2012 on working days only.
<b>1.1.10</b>	Date & Time of Closure of Tender	10 <sup>th</sup> February, 2012 at 14-30 hrs.
<b>1.1.11</b>	Date & Time of Opening of Tender	10 <sup>th</sup> February, 2012 at 15-00 hrs.
<b>1.1.12</b>	Bid Validity	90 days from last date of submission of tender.
<b>1.1.13</b>	Deposit of Tender Documents	Sealed tender documents to be dropped in tender box kept at Reception of Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 till specified date and time as per <b>para 1.1.10</b> .
<b>1.1.14</b>	Commencement Period	07 working days (from the date of Signing of Contract or Handover of site) as defined in Para 24.
<b>1.1.15</b>	Work Completion Period	Within 90 days of Commencement of Work as defined in <b>para-25</b> .
<b>1.1.16</b>	Defect Liability Period	12 months (from the date of Completion of work)
<b>1.1.17</b>	Penalty for delay in completion of work (Liquidated damages)	0.5% per week of delay subject to a ceiling of 10% of total Contract Value.
<b>1.1.18</b>	Signing of Contract	07 Working days after depositing Performance Guarantee, as defined in Para 23.1.
<b>1.1.19</b>	Termination of Contract	As defined in Para 27

## **2. SCHEDULE OF WORK**

- 2.1** The Contractor shall be required to complete the work as defined in 'Schedule of Work' placed at **Annexure-6**.

## **3. TERMS & CONDITIONS GOVERNING THE CONTRACT**

### **3.1 Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.**

- 3.1.1** The Contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and **indemnify the Department** against any loss which accrues to the department directly or indirectly on account of commission/omission of his responsibilities under this contract.

- 3.2** The Contractor shall not engage/employ persons below the age of 18 years.

- 3.3** In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and DIT shall not be liable for any claim for damages or compensation.

- 3.4** DIT shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.

- 3.5** Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DIT, under the provisions of this Contract. The Contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons deployed by him for work, from the concerned department through its Section in-charge.

- 3.6** For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be subject to inspection by the authorized officers of DIT at the discretion of DIT and the Contractor shall be under obligation to assist in such exercise, whenever desired.
- 3.7** The Contractor shall ensure that DIT's property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, Contractor shall be liable to make good the loss. The decision of DIT as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Contractor.
- 3.8** The requirements given in the 'Schedule of Work' placed at **Annexure-6** are only indicative and not exhaustive. Contractor shall be required to complete the project. The decision of DIT authorities in this regard shall be final and binding on the Contractor.
- 3.9** Timely completion of the assigned work shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this Department reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by DIT shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee, as deemed fit by the Department.
- 3.10** The Contractor shall take all necessary steps to ensure that due to repairing/ renovation, official work is not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace. To ensure this, the Contractor may have to do the work after office hours or on weekends/holidays too.
- 3.11** Decision of DIT regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to DIT. The Contractor shall be bound by any such decision, directions of DIT officials.
- 3.12** Contractor shall ensure performance of all activities, which have been listed under the 'Schedule of Work' at **Annexure 6** of this tender document. He shall be under obligation to carry out all of the works stipulated in the contract.

**3.13** Failure to comply with the conditions governing this Contract, shall subject the Contractor liable for Penalty and Termination of Contract as stipulated in **para 24, 26 and 27** of this Tender Document.

**3.14** Department reserves the right to increase or decrease the 'Schedule of Work' or to revise the drawings if any, and total variation can be up to +/- 10% of total contract value. The material to be used by the Contractor should be conforming to reputed brands or ISI marks. Samples of all materials / fixtures as specified in 'Schedule of Work' shall be got approved before their use by the Contractor. Catalogues / Brochures are also to be brought by the Contractor along with samples wherever required.

**3.15** DIT's Power to issue instructions etc:

**3.15.1** DIT may in its absolute discretion & from time to time issue further Drawings if any, &/or written instructions, detailed directions & explanations in regard to:

- a)** minor addition, reduction, omission or substitution of any work included in the Contract.
- b)** minor variation or modification of the design, quality, character of any work.
- c)** minor variation in the dimensions of any part of the works.
- d)** minor discrepancy in the Drawings if any, or between the Bill of Quantities and /or Specification.
- e)** the removal from the site of any material brought thereon by the Contractor & the substitution of any other material.
- f)** the removal &/or re-execution of any work executed by the Contractor
- g)** the dismissal from the works of any person employed there-upon by the Contractor to carry out the work under the provisions of this Contract and its replacement by the another suitable person within a given time frame at no additional cost to DIT.
- h)** the opening up of or inspection of any work covered up.

- i) all other instructions issued to him covering other aspects of the Contract.

### **3.16 INSPECTION AND QUALITY ASSURANCE**

**3.16.1** Executive Engineer, DIT or any other representative/official deputed by the DIT shall have the right to inspect or to test the materials to establish their conformity to the ordered specifications. The Contractor shall provide all reasonable facilities and assistance to such representative without any charges to the DIT in this regard. Further, DIT may direct the Contractor to get any/all materials/samples tested from specified organization(s) for conforming to the tendered specifications at the cost of the Contractor. In case, any inspected or tested material fails to conform to the ordered specifications, or workman ship is found to be unsatisfactory, DIT may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workman ship, at no additional cost to DIT, within the Work Completion Period as per **para 25**.

**3.17** Contractor shall make his own arrangement for electricity from the source of electric points to the point of need. DIT will supply only the electricity at pre-located sources/ points.

**3.18** All the unused materials like sand, bricks, stone chips, clips, wires, nails and other debris (malba and rubbish material) shall be removed and suitably disposed off outside building premises regularly and after the completion of the work at no additional cost. The site should be handed over to DIT in good condition. The Contractor shall bear sole liability for proper disposal of debris.

**3.19** Watch and ward of the material used by the Contractor before/during and after installation shall be the responsibility of the Contractor till the job is duly completed and handed over to the Department. DIT shall in no way be responsible for the security of the material kept in DIT premises for the purpose of the Contract.

### **4. INSTRUCTIONS TO TENDERERS/BIDDERS**

**4.1** The complete tender document can be procured as per information provided in **paras 1.1.8 and 1.1.9**

## **4.2 Earnest Money Deposit (EMD):**

**4.2.1** Each Tender must be accompanied by Earnest Money Deposit (EMD) of Rs. 1,94,000/- in the form of Crossed Demand Draft/Pay Order/Banker's Cheque/ FDR issued by a Scheduled Bank in favour of Pay & Accounts Officer, Department of Information Technology, New Delhi, payable at New Delhi as specified at **paras 1.1.3 and 1.1.4**. Tenders received without Earnest Money Deposit (EMD) shall be rejected.

**4.2.2** Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

**4.2.3** EMD of unsuccessful bidders will be returned by DIT within a period of 3 months after issue of Notification of Award (NOA) as stipulated in **para 20**. For the successful bidder, EMD will be returned after depositing the Performance Guarantee.

**4.2.4** No interest shall be payable to the bidders against their EMDs.

**4.3 Eligibility Criteria:** In order to be considered for the contract of the works as detailed under 'Schedule of Work' in this Tender Document at **para-2** along with sub-paras and annexure, the tenderer must have:

**4.3.1** average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March, 2012 of at least Rs. 29.10 lakhs should furnish self attested Annual report (balance sheet and profit & loss account, duly certified by CA) of last 3 years.

**4.3.2** experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which tenders are invited, should be either of the following:

**4.3.2.1** three similar works costing not less than Rs. 38.80 lakhs each. Self attested copy of work contracts needs to be enclosed with the bid.

**OR**

two similar works costing not less than Rs. 48.50 lakhs each. Self attested copy of work contracts needs to be enclosed with bid.



**OR**

one similar work costing not less than Rs. 77.60 lakhs. Self attested copy of work contract needs to be enclosed with bid.

**4.3.2.2** “similar works” for the purpose of **para no. 4.3.2.1** shall be building interior/civil works.

**4.3.3** should have valid registration for civil works with at least one of the organizations i.e. CPWD, MES, BRO, RAILWAYS (Photocopy of valid registration issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.4** should have valid TIN number issued by appropriate authority. (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.5** should be registered under Service Tax registration (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.6** should have valid PAN Number issued by Income Tax Department (Photocopy of PAN Card issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.7** should attach a self declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.

**4.4** Bids should be complete in all respects and conform to all the conditions laid down in the tender documents failing which their bids shall be liable to be rejected without further information to the bidder and without assigning any reason. No correspondence shall be entertained in this regard.

**4.5** The Department reserves the right to reject any or all the bids without assigning any reasons thereof. No tenderer shall have any cause of action or claim against DIT for rejection of his bid.

**4.6** The tender document is not transferable.

**4.7** Conditional Tenders/Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.

- 4.8** The bidders in their own interest should study the 'Bid document' as given in **para 5** and the 'Preparation of Bids' as given in **para 6**, carefully, and abide by the various instructions and guidelines provided under various paras of the tender document.
- 4.9** DIT reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.
- 4.10** For better appreciation of 'Schedule of Work' under this Contract, the bidders are advised to visit the site of the work in the building on any working day between 10.00 A.M. to 4.00 P.M after the issue of Tender Notice and before the date of closure of this Tender.
- 4.11** The bidder shall be bound by all the terms and conditions as laid down in the bidding document including all the Annexures, in toto.

## **5. THE BID DOCUMENT:**

- 5.1** The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include **Annexure 1 - Annexure 6**.

## **6. PREPARATION OF BIDS**

- 6.1** As prescribed in the relevant clauses of **paras 1.1, 4.2 and 4.3**, the :
- 6.1.1** Tender document complete in all respect needs to be submitted by the bidder in sealed cover.
- 6.1.2.** Bid shall contain EMD as per **para 4.2** and complete details of general nature viz. details and documents conforming to Eligibility Criteria, Experience of bidder, Schedule of Work duly filled with unit price and amount separately for each item etc. as asked for in the tender document. Each page/ document of the Bid should be signed and stamped by the tenderer or his authorized representative. Rates should be quoted including of excise duty, freight & forwarding, octroi, installation and commissioning & testing but excluding VAT/Service Tax. However, Service tax, VAT as applicable from time to time, will be paid separately.

- 6.1.3** The above envelope should be sealed and superscripted with Tender Notice No., description of work, due date of opening, and name & address of the bidder on the cover. This envelope should be addressed to Executive Engineer, Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003.
- 6.2** The complete bid including the prices must be written by the bidder in indelible ink. Bids and/or prices written/filled in pencil shall be rejected.
- 6.3** The tender form should be legibly written or typed quoting all relevant financial quotes, in words as well as figures, duly signed by tenderer with Seal of Agency/Firm. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re-calculated and considered for price ranking. All cuttings/ over writings should be countersigned and number of cuttings/ over writings should be indicated on each page. In case of no cutting/ overwriting on the page, **NIL cutting/overwriting** shall be indicated. No page should be left Blank. If this is unavoidable then blank pages should be cut across and written “**Blank**” on it.
- 6.4** Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 6.5** A check-list as per **Annexure-2** needs to be submitted by all the bidders.
- 6.6** All documents forming a part of the Tender document should be serially numbered and signed by the authorized signatory on each page of the document. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- 6.7** The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Department shall be written in English/ Hindi language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the relevant

passages in English/ Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 6.8 Bids shall be submitted in the prescribed bid Proforma 'Schedule of Works' as per **Annexure 6**. The prescribed Proforma at **Annexure 6** duly filled in and signed should be returned intact.
- 6.9 The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed alongwith this bid document.
- 6.10 The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 6.11 The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- 6.12 Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be specified separately in his / her quote.
- 6.13 Bids should be submitted in two separate covers. First cover indicating '**COVER FOR PREQUALIFICATION**' should consist of only prequalification along with supported documents etc. This cover should consist of complete prequalification papers, names of Agency and also commercial terms etc. offered. Price column in this cover should be kept blank. **EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER.** Second cover indicating, "**COVER FOR PRICE BID**" should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. Envelope should bear the inscription: -

**"Tender for (Name of Work)** - at  
Electronics Niketan, Department of Information Technology,  
CGO Complex, Lodi Road, New Delhi-110003

7. **BID PRICE :** Item Rates quoted on the ‘**Schedule of Work**’ at **Annexure 6** by the bidder shall be valid and constant during the entire period of contract and will not be subject to any variation on any account whatsoever.
8. **INCOME TAX LIABILITY:** The Contractor will have to bear entire Income Tax liability both **corporate and personal** whatsoever at his own end and DIT shall in no way be under any obligation to bear it.
9. **PERIOD OF VALIDITY OF BIDS:** Bids shall be valid for acceptance for the period as indicated in **para 1.1.12** of ‘General Information’ (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of the Department may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.
10. **Bids tendered through Telex/ Telegraphic/ Tele fax/ Xerox/ Photocopy shall not be considered for the award of this contract.**
11. **DEADLINE FOR SUBMISSION OF BIDS:** The Bids must be submitted only at the address specified in **para 1.1.8** of ‘General Information’ not later than 1430 Hrs (IST) on the notified date of closing of the tender as per **para 1.1.10**. Offers sent by hand delivery should be put in the Tender Box at the specified office and location as per **para 1.1.13** not later than 1430 Hrs. (IST) on the specified date as aforesaid.
12. **LATE/WRONGLY DELIVERED BIDS:** Bidders are advised in their own interest to ensure that their bids reach the specified office well before the closing date and time of the tender at the specified location. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of DIT shall be final and binding on all the bidders.
13. **OPENING OF BIDS:** The bids will be opened at 1500 Hrs (IST) on the date of opening as indicated in **para 1.1.11** of ‘General Information’. The bidder or his authorized

representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Annexure 4** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening date of bid in DIT, the next working day will be treated as scheduled prescribed day for closing/opening of bid, the time notified remaining the same.

14. **UNSOLICITED POST TENDER MODIFICATIONS:** Unsolicited post-tender modification(s) shall lead to rejection of the offer and the EMD amount shall be liable to be forfeited.
15. **NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS:** Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.
16. **CONTACTING DIT AUTHORITIES:** No bidder shall contact any of the DIT authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.
17. **EXAMINATION AND EVALUATION OF BIDS:** A committee constituted by Competent Authority of DIT for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee may seek clarification/additional information from the bidders at any stage before the Contract is finally awarded.
18. **CRITERIA FOR THE AWARD OF CONTRACT:** DIT will award the contract to the successful bidder whose bid has been

determined to be **in full conformity with the bid documents** and has been determined as the **lowest evaluated bid**.

**19. CANCELLATION OF TENDER PROCESS:** Committee duly constituted by Competent Authority, DIT, New Delhi reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. Secretary, DIT also reserves to himself the right to accept any bid in part or split the contract between two or more bidders.

**20. NOTIFICATION OF AWARD (NOA)**

**20.1** Prior to the expiry of the period of bid validity, DIT will notify the successful bidder in writing that his bid has been accepted.

**20.2** The dispatch of Notification of Award will constitute the contract.

**20.3** Upon the successful bidder's furnishing Performance Guarantee, pursuant to **para 21**, DIT will notify each unsuccessful bidder and discharge their EMD within a period of three months from the date of Notification of Award.

**21. PERFORMANCE GUARANTEE**

**21.1** Successful Bidder shall furnish Performance Guarantee of **Rs. 4,85,000/-**. Performance Guarantee shall be submitted in the form of a Crossed Demand Draft/Pay Order/Banker's Cheque/FDR drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee issued by Scheduled Bank as per **Annexure-5**.

**21.2** Performance Guarantee shall be valid for 60 days beyond the scheduled date of completion of the work indicated at **para 25** and further extendable, if required.

**21.3** Within 7 (SEVEN) working days of the receipt of Notification of Award (NOA) from DIT, the successful bidder shall furnish Performance Guarantee in accordance with the conditions of the contract as per **paras 1.1.5 and 1.1.6** above, and the Bank Guarantee Form provided at **Annexure-5** of this tender document, depending upon the option exercised by the successful bidder.

- 21.4** Failure of the successful bidder to comply with the requirement of **para 21.3** shall constitute sufficient grounds for the annulment of the award and forfeiture of his Earnest Money Deposit.
- 21.5** In case the Contractor fails to complete the assigned work within the period specified as per **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work, the Performance Guarantee submitted is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.
- 21.6** On successful completion of the Contract, Performance Guarantee will be released within 60 days.
- 21.7** No interest will be payable by the Department to the Contractor on the Performance Guarantee.

## **22. SECURITY DEPOSIT**

- 22.1** 5% security deposit shall be deducted from the bills.
- 22.2.** In case the work is abandoned during the course of work, failure of Contractor to comply with the directions of DIT or Contractor fails to complete the assigned work within the Work Completion Period as specified in **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work or provide satisfactory services during the Defect Liability Period as specified in **para 30**, the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.
- 22.3** On successful completion of the Contract, Security Deposit will be released after completion of Defect Liability Period i.e. 12 months from the date of completion of the work.
- 22.4** No interest will be payable by the Department to the Contractor on the Security Deposit.
- 23.1 SIGNING OF CONTRACT:** The successful bidder shall be required to sign a formal detailed contract with the Joint Director, DIT, New Delhi, within a period of **07 working days** after depositing Performance Guarantee. Failure to do so on



the part of the Contractor, Notification of Award is liable to be cancelled and Performance Guarantee, is liable to be forfeited.

**23.2 RATE CONTRACT:** Signing of this contract shall make contractor, in addition to execution of this award liable to supply these items and execute work contracts as and when awarded for similar items separately by this Department at the same rates and terms & conditions. The validity of rate contract shall be 1 year from the date of signing of this contract.

**24. COMMENCEMENT OF WORK:** On receipt of notification of award, successful bidder shall be required to physically start the work within **07 working days** after signing the contract or handover of site. Failure to do so shall attract penalty of 2% of the Contract Value. In case of failure to commence the work by the Contractor within 15 days after signing of the contract or handover of site, the Department shall be at the liberty to terminate the Award and forfeit the Performance Guarantee.

**25. WORK COMPLETION PERIOD:** The work should be completed within **90 days** from the date of Commencement of the Work as per **para 24**. In case the Contractor fails to complete the assigned work within specified Work Completion Period, DIT may recover Liquidated Damage as per **para 26** and/or terminate the Contract as per **para 27** and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2**. DIT on its part would be required to handover the site to the Contractor free from any encumbrance.

**26. PENALTIES AND LIQUIDATED DAMAGES:**

a) If the Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**, DIT shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value and the same shall be deducted from the bill(s) or any other payment due to the Contractor. In addition to it, Department shall be at the liberty to terminate the Contract, and/or forfeit the Performance Guarantee and/or Security Deposit, in case, Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**.

- b) Failure to comply with the conditions governing this contract shall subject the contractor liable for penalties upto 0.5% in each case subject to a maximum of 10% of the contract value as stipulated in **Para 3.11 and 3.15.**

- 27. TERMINATION OF CONTRACT:** It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of the Department. If the Contractor fails to commence the work as per **para 24** and/or the performance is not found to be satisfactory by the Department and/or on inspection as per **para 3.16** the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the DIT and/or fails to either replace the rejected material or make all alternative arrangements necessary to meet specification and correct the defects pointed out in the workman ship free of cost to the DIT within the Work Completion Period as per **para 25**, Department may terminate the contract and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2** or penalize upto 10% of the contract value.
- 28. MEASUREMENT AND PAYMENT:** Measurements of all items having financial value shall be recorded in Measurement books so that a complete record is obtained of all works performed under the contract. Measurements shall be taken jointly by the DIT official designated for the purpose and the Contractor. Intermediate bill can be submitted by the contractor on monthly basis for the work executed on the basis of recorded measurements or after execution of work, minimum amount of Rs. 10,00,000/-. Payment shall be made after verification of the bill by the Department after deduction of Security Deposit as per **para 22** and TDS as per applicable Rules. Final bill shall be submitted by the contractor in same manner as that in interim bills, after physical completion of work and completion certificate furnished by the Department. Payment to be made only for the work actually done. In this regard, a completion certificate will also be furnished by the Department after completion of the work.
- 29. FAILURE BY CONTRACTOR TO COMPLY:** After receipt of written notice from the DIT during the execution of work contract

and during Defect Liability Period, requiring compliance with such further Drawings if any, &/or DIT's instructions, fails within seven days to comply with the same, the DIT may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the DIT or 2% amount may be deducted from any money due or which may become due to the Contractor.

- 30. DEFECT LIABILITY PERIOD:** If any defect is noticed within 12 months from the date of completion of work, the same shall be rectified by the Contractor upon a notice to that effect and within stipulated period therein failing which DIT may forfeit the Security Deposit as per **para 22.2**.
- 31. ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then DIT will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment thereof including the rules framed there under.
- 32. JURISDICTION OF COURTS:** All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.
- 33. DISCLAIMER:** The quantities mentioned in the **column 4** of Schedule of Work are illustrative only and not exact in nature. They may increase or decrease during actual execution of work. The Department shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities as mentioned in the **column 4** of Schedule of Works.

**Annexure-1**

**BID SUBMISSION PROFORMA**

Tender No. ....

Executive Engineer,  
Department of Information Technology,

Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Dear Sir,

1. I/We hereby offer to quote for civil work as defined in 'Schedule of Works' and the relevant Annexures at the quoted price given in the 'Schedule of Works' Proforma as per **Annexure-6** and agree to hold this offer open till \_\_\_\_\_.
2. I/We have understood and complied with all Terms and Conditions stipulated in the Tender Document necessary for submission of this bid. It is further stated that I/We have fully understood the 'Schedule of Works' and Terms and Conditions in the Tender Document governing this contract and shall abide by them in toto, if awarded the Contract.
3. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature & Seal of Bidder

Address

Dated:

**Note: This form duly typed on the letter head of the bidder and duly signed should be returned forming Annexure-1 of this Bid document.**

## Annexure-2

### CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with failing which the offer is liable to rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled must be returned along with the offer.

Sl.N	Para reference	Description	Bidders Response Yes/No/ N.A.	Ref. Page No. In the offer
1.	1.1.3 – 1.1.4	Earnest Money deposit		
2.	4.3.1	Copy of Annual Report (balance sheet and profit & loss account) of last 3 years duly attested by Chartered Accountant.		
3.	4.3.2	Self attested copy of work contracts in support of Eligibility Criteria referred at <b>para 4.3.2.1</b>		
4.	4.3.3	Photocopy of valid registration for civil works with at least one of the organizations e.g. CPWD, MES, BRO, RAILWAYS duly attested by a Gazetted Officer.		
5.	4.3.4	Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer, duly attested by a Gazetted Officer		

6.	4.3.5	Photocopy of Service Tax Registration certificate issued by appropriate authority in favour of the tenderer, duly attested by a Gazetted Officer		
7.	4.3.6	Photocopy of PAN Card issued by appropriate authority, duly attested by a Gazetted Officer.		
8.	4.3.7	A self declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking any where in the country.		
9.	6. (6.1-6.2)	Preparation of bid		
10.	Annexure-1	Bid Submission Proforma		
11.	Annexure-2	Check List		
12.	Annexure-3	Bidder's past work experience Proforma		
13.	Annexure-4	Authorization letter for attending Tender opening		
14.	Annexure-6 (6.1- 6.2)	Schedule of Work duly filled with quoted unit price and amount of each item both in figures and words.		

**Signature & Seal of Bidder**

Annexure-3

**BIDDER 'S PAST WORK EXPERIENCE PROFORMA**

S.No.	Name & Address of The Client	Work Order number, date and amount	Description of Works  successfully completed/ongoing works	Remarks

**NOTE- Work Orders & Completion/On Going Works Certificates  
From Clients to be enclosed along with this Proforma.**

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**Signature & Seal of  
the Bidder**



**AUTHORIZATION LETTER FOR ATTENDING TENDER  
OPENING**

NO.

Date

\_\_\_\_\_

To,

Executive Engineer,  
Department of Information Technology,  
Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Subject: Tender No. \_\_\_\_\_ Due on  
\_\_\_\_\_.

Sir,

Mr/Ms ..... has been  
authorized to be present at the time of opening of above tender  
on my/our behalf.

His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder

**(Proforma of Bank Guarantee towards Performance  
Guarantee )**

**BANK GUARANTEE**

Ref No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Dated  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. In consideration of Department of Information Technology, New Delhi having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_ having its registered/head \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR' which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and Department of Information Technology, New Delhi having agreed that the CONTRACTOR shall furnish to PAY & ACCOUNTS OFFICER, DIT, NEW DELHI a bank guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in \_\_\_\_\_ words)

\_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by Department of Information Technology, New Delhi on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Department of Information Technology, New Delhi in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that Department of Information Technology, New Delhi at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that Department of Information Technology, New Delhi may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that Department of Information Technology, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Department of Information Technology, New Delhi against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act, or omission on the part of Department of Information Technology, New Delhi or any indulgence by Department of Information Technology, New Delhi to the said CONTRACTOR(s) or any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of Department of Information Technology, New Delhi under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till Department of Information Technology, New Delhi discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Department of Information Technology, New Delhi or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the CONTRACT has been awarded.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_. (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Department of Information Technology, New Delhi under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Department of Information Technology, New Delhi under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

Signature of authorized officer

Seal of the Bank

**WITNESS NO. 1**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS NO. 2**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE OF WORK**

**Name of work:-** Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan (For Renovation Work)

S. No	Item	Unit	QTY.	Rate	Amount
1.	Providing wood work in frames of false ceiling, partitions etc. sawn and put up in position in Sal wood	Cubic Mtr.	29.16		
1(a)	Providing and fixing in wall lining flat pressed three layer (medium density) particle board with necessary fixing arrangement and screws etc. complete: 12 mm thick	Sq.Mtr.	1232		
1(b)	Providing & Fixing decorative high pressure laminated sheet of plain/wood grain gloss/matt/suede finish with high density protective surface layer and reverse side of adhesive bonding quality conforming to IS : 2046 Type S including cost of adhesive of approved quality: 1.5 mm thick	Sq.Mtr.	1232		
1(c)	Providing & fixing glass 8mm thick Modiguard in desire shed.	Sq.Ft.	552		
2.	Providing and fixing of Cornice-4" x 3" x 1" at the function of false ceiling made of teak wood, complete with polishing.	Rft.	744		
3. (a)	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I ) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.	Sq.ft.	192		
3.(b)	Providing & fixing door chowckat of size 7'x3' teakwood 3"x 3" section with polishing & finishing	Nos.	8		
4.	Providing & laying polished vitrified floor tiles in different sizes  (thickness to be specified by the manufacturer) with water	Sq.ft.	5280		

	absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1:CEMENT: 4 COARSE SAND) including grouting the joints with white cement and matching pigments etc. complete : Size of Tile 60x60 cm				
5. (a)	Providing & fixing of sign board 8"x2" in brass /SS/Glass	Job	16		
5. (b)	Name Indicating in different area in SS/Glass of size 6' x ½'	Job	8		
6.	Finishing of enamel paint as required.	Sq.ft.	5000		
7.	Providing & fixing of Notice Board complete with border & clothes in required size	Sq.ft.	368		
8.	Supply and fixing of Venetians blind screen hanging from ceiling made of PVC/Synthetic flower screen of a good quality.	Sq.mtr.	59		
9.	Providing and fixing 15cm high drawer of the cupboard with 12mm thick base and side planks with wooden handle and 20x25mm runners fixed with screws complete including painting or polishing in 5 teak wood	Sq.ft.	1236		
10.	Providing and fixing at all height false ceiling including providing and fixing of frame work made of special sections power pressed from M.S. sheet and galvanised in accordance with zinc coating of grade 350 as per IS : 277 and consisting of angle cleats of size 25mm wide x 1.6mm thick with flanges of 22 mm and 37 mm at 1200 mm centre to centre one flange fixed to the ceiling with dash fastener 12.5mm diax40mm long with 6mm dia bolts to the angle hangers of 25x25x0.55mm of required length, and other end of angle hanger being fixed with nut and bolts to G1 channels 45x15x0.9mm running at the rate of 1200 mm centre to centre to which the ceiling section 0.5 mm thick	Sq.mtr.	491		

	button wedge of 80mm with tapered flanges of 35mm each having clips of 10.5mm at 450mm centre to centre shall be fixed in a direction perpendicular to G.1 channel with connecting clips made out of 2.64mm diax230mm long G.1 wire at every junction including fixing the gypsum board with ceiling section and perimeter channels 0.5mm thick 27mm high having flanges of 20mm and 30mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450mm centre to centre with 25mm long drive all screws @ 230mm interval including jointing and fixing to a flush finish of tapered and square edges of the board with recommended filler, jointing tapes, finisher and two coats of primer suitable for board as per manufactures specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed all complete as per drawing and specification and direction of the Engineer in Charge but excluding the cost of painting with 12.5 mm thick tapered edge gypsum board conforming to IS :2095				
11.	Painting with plastic enamel including preparation surface	Sq. Ft.	6080		
12.	Providing & fixing door fitting etc. as follows: (i) Door closer ISI Mark (ii) SS Handle with lock (iii) Door Stopper SS	Each Each Each	8 8 8		
13.	Providing and fixing in position non-grouting double skin partition 1200mm high and 69mm thick consisting of 1.5 mm thick CRCA MS D Grade sections. The complete frame work shall be powder coated with minimum powder coating thickness of 40-60 microns complete as per drawing and as per directions	Nos.	46		



	<p>of Engineer in charge. The partition panels shall be made of knockdown metal frame comprising of vertical sections made from minimum 1.5 mm CRCA MS D Grade formed into channels 41.5 mm x 50 mm duly powder coated these vertical channels must have front slits in them at an interval of 76.2 mm to accept tile claddings. Tiles claddings :- 9 mm thick pre laminated particle board confirming to ISI 2823 having all its edges with minimum 0.4 mm thick PVC edging. The bottom horizontal member of this framework will be a.m.s section of wall thickness 1.5 mm. The workstation shall have proper wire management where the cable wire are carried inside the panels and are accessible through metal raceways located at the bottom and intermediate level of the panels. Each panel shall be provided with glide screws provided at the base for adjusting the level of the partitions including: 3dr. Elan Pedestal, Key Oard ull out tray, CPU trolley, Fitting &amp; Accessories</p>				
14.	<p>Providing and placing of <b>table 5' x 2 ½' x 2'.6"</b> height made 3 layer pre-laminated particle board on 3 layered plain particle board with post lamination. The board should be exterior grade confirming to IS:12823 Grade I, Type II, Post from lamination should be of 0.7mm thick confirming to All edges of laminated boards shall be sealed with edge banding tape 0.7mm. thick and 2mm. Thick for 2mm thick for concealed and exposed edges respectively glued with edge bending machine at a temperature of 200 degree C. with storage below of size 1'-6" wide having drawers. Inclusive of hardware fitting like lock, handle etc. including side rack 3' x 1'.3" x 2'.6" <b>also.</b></p>	Nos.	11		

15.	Providing and placing of chair for officers or staff with cushion seat and back knee tilt having gauze lift system with 40-50 density foam of seat and back with leather finish having 5 wheel base support in rose wood type handle.	Nos.	11		
16.	Providing and placing of visitor chair with cushion seat and back knee tilt with 40-50 density foam of seat and back with leather finish having 5 wheel base support in rose wood type handle.	Nos.	79		
17.	Providing of <b>center table 4' x 21" x 18" height.</b> Made of commercial board base structure top and sides showing 38 mm thick with a shelf in between of vacuums 38mm thick- all to be laminated with vanour as approved design with 10mm thick glass on top fixed with cathes complete with Veneer of approved shade on exposed surfaces and polishing	Nos.	11		
18.	Supply & fixing of white board of size 4' x 5'	Job	16		
19.	Providing and fixing of Sofa	No.	22		
	<b>TOTAL</b>				

**No.2(35)/2011-Engg.  
Government of India  
Ministry of Communications & Information Technology  
Department of Information Technology  
Electronics Niketan, 6, CGO Complex, Lodi Road, New Delhi-110 003**

**NOTICE INVITING TENDER**

Tender No.2(35)/2011-Engg.(B)

Dated: 30th January, 2012.

The Department of Information Technology (DIT) is housed in a state of art building called "Electronics Niketan" situated at 6, CGO Complex, Lodi Road, New Delhi-110003. Sealed **Item Rate Tenders** are invited for Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan (Electrical work) in this Department, from reputed Contractors who have valid registration for electrical works with at least one of the organizations i.e. CPWD, MES, BRO, RAILWAYS and have suitable experience in the relevant field, with technical, financial & infrastructural capabilities in accordance with relevant clauses of the tender document, including its **Annexures**.

**GENERAL INFORMATION**

**1.1** General information pertaining to the tender is given below:

<b>1.1.1</b>	Brief description of Schedule of Work	Renovation of area at 4 <sup>th</sup> floor (4051-55) at Electronics Niketan (Electrical work)
<b>1.1.2</b>	Type Of Tender	Double Cover, Item Rate Tender
<b>1.1.3</b>	Earnest Money Deposit (EMD)	<b>Rs. 40,000/-</b>
<b>1.1.4</b>	Mode of E.M.D.	Crossed Demand Draft/Pay Order/Bankers Cheque /FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi.
<b>1.1.5</b>	Performance Guarantee	<b>Rs. 1,00,000/-</b> in the form of Crossed Demand Draft/Pay Order/Bankers Cheque/ FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee as per <b>Annexure-5</b> from a Scheduled Bank as defined in <b>para 21</b> .
<b>1.1.6</b>	Validity of Performance Guarantee	60 days beyond the date of completion of the work as defined in <b>para 25</b> .

<b>1.1.7</b>	Security Deposit	<b>5%</b> security deposit shall be deducted from the bills.
<b>1.1.8</b>	Tender Document can be obtained free of cost from	Joint Director (Bldg.), Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 Ph: 24363154  The complete tender document can also be downloaded from the Website <b><u><a href="http://www.mit.gov.in">www.mit.gov.in</a></u></b> .
<b>1.1.9</b>	Period (Date & Time) of issue of Tender Document	From 10.00 AM to 4.00 PM from the date of publishing of this advertisement up to 9 <sup>th</sup> February, 2012 on working days only.
<b>1.1.10</b>	Date & Time of Closure of Tender	10 <sup>th</sup> February, 2012 at 14-30 hrs.
<b>1.1.11</b>	Date & Time of Opening of Tender	10 <sup>th</sup> February, 2012 at 15-00 hrs.
<b>1.1.12</b>	Bid Validity	90 days from last date of submission of tender.
<b>1.1.13</b>	Deposit of Tender Documents	Sealed tender documents to be dropped in tender box kept at Reception of Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 till specified date and time as per <b>para 1.1.10</b> .
<b>1.1.14</b>	Commencement Period	07 working days (from the date of Signing of Contract or Handover of site) as defined in Para 24.
<b>1.1.15</b>	Work Completion Period	Within 90 days of Commencement of Work as defined in <b>para-25</b> .
<b>1.1.16</b>	Defect Liability Period	12 months (from the date of Completion of work)
<b>1.1.17</b>	Penalty for delay in completion of work (Liquidated damages)	0.5% per week of delay subject to a ceiling of 10% of total Contract Value.
<b>1.1.18</b>	Signing of Contract	07 Working days after depositing Performance Guarantee, as defined in Para 23.1.
<b>1.1.19</b>	Termination of Contract	As defined in Para 27

## **2. SCHEDULE OF WORK**

- 2.1** The Contractor shall be required to complete the work as defined in 'Schedule of Work' placed at **Annexure-6 (6.1 to 6.2)**.

## **3. TERMS & CONDITIONS GOVERNING THE CONTRACT**

### **3.1 Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.**

- 3.1.1** The Contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and **indemnify the Department** against any loss which accrues to the department directly or indirectly on account of commission/ omission of his responsibilities under this contract.

- 3.2** The Contractor shall not engage/employ persons below the age of 18 years.

- 3.3** In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and DIT shall not be liable for any claim for damages or compensation.

- 3.4** DIT shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.

- 3.5** Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DIT, under the provisions of this Contract. The Contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons deployed by him for work, from the concerned department through its Section in-charge.

- 3.6** For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be subject to inspection by the authorized officers of DIT at the discretion of DIT and the Contractor shall be under obligation to assist in such exercise, whenever desired.
- 3.7** The Contractor shall ensure that DIT's property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss Contractor shall be liable to make good the loss. The decision of DIT as to the quantum and value of damage/loss and the extent of recovery to be made from him, shall be final and binding on the Contractor.
- 3.8** The requirements given in the 'Schedule of Work' placed at **Annexure-6** are only indicative and not exhaustive. Contractor shall be required to complete the project. The decision of DIT authorities in this regard shall be final and binding on the Contractor.
- 3.9** Timely completion of the assigned work shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this Department reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by DIT shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee, as deemed fit by the Department.
- 3.10** The Contractor shall take all necessary steps to ensure that due to repairing/ renovation, official work is not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace. To ensure this, the Contractor may have to do the work after office hours or on weekends/holidays too.
- 3.11** Decision of DIT regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to DIT. The Contractor shall be bound by any such decision, directions of DIT officials.
- 3.12** Contractor shall ensure performance of all activities, which have been listed under the 'Schedule of Work' at **Annexure 6** of this tender document. He shall be under obligation to carry out all of the works stipulated in the contract.

**3.13** Failure to comply with the conditions governing this Contract, shall subject the Contractor liable for Penalty and Termination of Contract as stipulated in **para 24, 26 and 27** of this Tender Document.

**3.14** Department reserves the right to increase or decrease the 'Schedule of Work' or to revise the drawings if any, and total variation can be up to +/- 10% of total contract value. The material to be used by the Contractor should be conforming to reputed brands or ISI marks. Samples of all materials / fixtures as specified in 'Schedule of Work' shall be got approved before their use by the Contractor. Catalogues / Brochures are also to be brought by the Contractor along with samples wherever required.

**3.15** DIT's Power to issue instructions etc:

**3.15.1** DIT may in its absolute discretion & from time to time issue further Drawings if any, &/or written instructions, detailed directions & explanations in regard to:

- a) minor addition, reduction, omission or substitution of any work included in the Contract.
- b) minor variation or modification of the design, quality, character of any work.
- c) minor variation in the dimensions of any part of the works.
- d) minor discrepancy in the Drawings if any, or between the Bill of Quantities and /or Specification.
- e) the removal from the site of any material brought thereon by the Contractor & the substitution of any other material.
- f) the removal &/or re-execution of any work executed by the Contractor
- g) the dismissal from the works of any person employed there- upon by the Contractor to carry out the work under the provisions of this Contract and its replacement by the another suitable person within a given time frame at no additional cost to DIT.
- h) the opening up of or inspection of any work covered up.
- i) all other instructions issued to him covering other aspects of the Contract.

**3.16 INSPECTION AND QUALITY ASSURANCE**

**3.16.1** Executive Engineer, DIT or any other representative/official deputed by the DIT shall have the right to inspect or to test the materials to establish their conformity to the ordered specifications. The Contractor shall provide all reasonable facilities and assistance to such representative without any charges to the DIT in this regard. Further, DIT may direct the Contractor to get any/all materials/samples tested from specified organization(s) for conforming to the tendered specifications at the cost of the Contractor. In case, any inspected or tested material fails to conform to the ordered specifications, or workman ship is found to be unsatisfactory, DIT may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workman ship, at no additional cost to DIT, within the Work Completion Period as per **para 25**.

**3.17** Contractor shall make his own arrangement for electricity from the source of electric points to the point of need. DIT will supply only the electricity at pre-located sources/ points.

**3.18** All the unused materials like sand, bricks, stone chips, clips, wires, nails and other debris (malba and rubbish material) shall be removed and suitably disposed off outside building premises regularly and after the completion of the work at no additional cost. The site should be handed over to DIT in good condition. The Contractor shall bear sole liability for proper disposal of debris.

**3.19** Watch and ward of the material used by the Contractor before/during and after installation shall be the responsibility of the Contractor till the job is duly completed and handed over to the Department. DIT shall in no way be responsible for the security of the material kept in DIT premises for the purpose of the Contract.

#### **4. INSTRUCTIONS TO TENDERERS/BIDDERS**

**4.1** The complete tender document can be procured as per information provided in **paras 1.1.8 and 1.1.9**

#### **4.2 Earnest Money Deposit (EMD):**

**4.2.1** Each Tender must be accompanied by Earnest Money Deposit (EMD) of Rs. 20,000/- in the form of Crossed Demand Draft/Pay



Order/Banker's Cheque/ FDR issued by a Scheduled Bank in favour of Pay & Accounts Officer, Department of Information Technology, New Delhi, payable at New Delhi as specified at **paras 1.1.3 and 1.1.4**. Tenders received without Earnest Money Deposit (EMD) shall be rejected.

**4.2.2** Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

**4.2.3** EMD of unsuccessful bidders will be returned by DIT within a period of 3 months after issue of Notification of Award (NOA) as stipulated in **para 20**. For the successful bidder, EMD will be returned after depositing the Performance Guarantee.

**4.2.4** No interest shall be payable to the bidders against their EMDs.

**4.3 Eligibility Criteria:** In order to be considered for the contract of the works as detailed under 'Schedule of Work' in this Tender Document at **para-2** along with sub-paras and annexure, the tenderer must have:

**4.3.1** average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March, 2012 of at least Rs. 6 lakhs should furnish self attested Annual report (balance sheet and profit & loss account, duly certified by CA) of last 3 years.

**4.3.2** experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which tenders are invited, should be either of the following:

**4.3.2.1** three similar works costing not less than Rs. 8 lakhs each. Self attested copy of work contracts needs to be enclosed with the bid.

**OR**

two similar works costing not less than Rs. 10 lakhs each. Self attested copy of work contracts needs to be enclosed with bid.

**OR**

one similar work costing not less than Rs. 16 lakhs. Self attested copy of work contract needs to be enclosed with bid.

- 4.3.2.2** “similar works” for the purpose of **para no. 4.3.2.1** shall be electrical work including AC work.
- 4.3.3** should have valid registration for electrical works with at least one of the organizations i.e. CPWD, MES, BRO, RAILWAYS (Photocopy of valid registration issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).
- 4.3.4** should have valid TIN number issued by appropriate authority. (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).
- 4.3.5** should be registered under Service Tax registration (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).
- 4.3.6** should have valid PAN Number issued by Income Tax Department (Photocopy of PAN Card issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).
- 4.3.7** should attach a self declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.
- 4.4** Bids should be complete in all respects and conform to all the conditions laid down in the tender documents failing which their bids shall be liable to be rejected without further information to the bidder and without assigning any reason. No correspondence shall be entertained in this regard.
- 4.5** The Department reserves the right to reject any or all the bids without assigning any reasons thereof. No tenderer shall have any cause of action or claim against DIT for rejection of his bid.
- 4.6** The tender document is not transferable.
- 4.7** Conditional Tenders/Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.
- 4.8** The bidders in their own interest should study the ‘Bid document’ as given in **para 5** and the ‘Preparation of Bids’ as given in **para 6**,

carefully, and abide by the various instructions and guidelines provided under various paras of the tender document.

**4.9** DIT reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.

**4.10** For better appreciation of 'Schedule of Work' under this Contract, the bidders are advised to visit the site of the work in the building on any working day between 10.00 A.M. to 4.00 P.M after the issue of Tender Notice and before the date of closure of this Tender.

**4.11** The bidder shall be bound by all the terms and conditions as laid down in the bidding document including all the Annexures, in toto.

## **5. THE BID DOCUMENT:**

**5.1** The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include **Annexure 1 - Annexure 6.**

## **6. PREPARATION OF BIDS**

**6.1** As prescribed in the relevant clauses of **paras 1.1, 4.2 and 4.3**, the :

**6.1.1** Tender document complete in all respect needs to be submitted by the bidder in sealed cover.

**6.1.2.** Bid shall contain EMD as per **para 4.2** and complete details of general nature viz. details and documents conforming to Eligibility Criteria, Experience of bidder, Schedule of Work duly filled with unit price and amount separately for each item etc. as asked for in the tender document. Each page/ document of the Bid should be signed and stamped by the tenderer or his authorized representative. Rates should be quoted including of excise duty, freight & forwarding, octroi, installation and commissioning & testing but excluding VAT/Service Tax. However, Service tax, VAT as applicable from time to time, will be paid separately.

**6.1.3** The above envelope should be sealed and superscripted with Tender Notice No., description of work, due date of opening, and name & address of the bidder on the cover. This envelope should be addressed to Executive Engineer, Department of Information

- 6.2 The complete bid including the prices must be written by the bidder in indelible ink. Bids and/or prices written/filled in pencil shall be rejected.
- 6.3 The tender form should be legibly written or typed quoting all relevant financial quotes, in words as well as figures, duly signed by tenderer with Seal of Agency/Firm. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re-calculated and considered for price ranking. All cuttings/ over writings should be countersigned and number of cuttings/ over writings should be indicated on each page. In case of no cutting/ overwriting on the page, **NIL cutting/overwriting** shall be indicated. No page should be left Blank. If this is unavoidable then blank pages should be cut across and written "Blank" on it.
- 6.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 6.5 A check-list as per **Annexure-2** needs to be submitted by all the bidders.
- 6.6 All documents forming a part of the Tender document should be serially numbered and signed by the authorized signatory on each page of the document. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- 6.7 The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Department shall be written in English/ Hindi language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 6.8** Bids shall be submitted in the prescribed bid Proforma 'Schedule of Works' as per **Annexure 6**. The prescribed Proforma at **Annexure 6** duly filled in and signed should be returned intact.
- 6.9** The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed alongwith this bid document.
- 6.10** The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 6.11** The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- 6.12** Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be specified separately in his / her quote.
- 6.13** Bids should be submitted in two separate covers. First cover indicating '**COVER FOR PREQUALIFICATION**' should consist of only prequalification along with supported documents etc. This cover should consist of complete prequalification papers, names of Agency and also commercial terms etc. offered. Price column in this cover should be kept blank. **EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER.** Second cover indicating "**COVER FOR PRICE BID**" should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. Envelope should bear the inscription :-

**"Tender for (Name of Work) - \_\_\_\_\_ at**  
Electronics Niketan, Department of Information Technology,  
CGO Complex, Lodi Road, New Delhi-110003

- 7. BID PRICE :** Item Rates quoted on the '**Schedule of Work**' at **Annexure 6 (6.1 to 6.2)** by the bidder shall be valid and constant

during the entire period of contract and will not be subject to any variation on any account whatsoever.

8. **INCOME TAX LIABILITY:** The Contractor will have to bear entire Income Tax liability both **corporate and personal** whatsoever at his own end and DIT shall in no way be under any obligation to bear it.
9. **PERIOD OF VALIDITY OF BIDS:** Bids shall be valid for acceptance for the period as indicated in **para 1.1.12** of 'General Information' (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of the Department may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.
10. **Bids tendered through Telex/ Telegraphic/ Tele fax/ Xerox/ Photocopy shall not be considered for the award of this contract.**
11. **DEADLINE FOR SUBMISSION OF BIDS:** The Bids must be submitted only at the address specified in **para 1.1.8** of 'General Information' not later than 1430 Hrs (IST) on the notified date of closing of the tender as per **para 1.1.10**. Offers sent by hand delivery should be put in the Tender Box at the specified office and location as per **para 1.1.13** not later than 1430 Hrs. (IST) on the specified date as aforesaid.
12. **LATE/WRONGLY DELIVERED BIDS:** Bidders are advised in their own interest to ensure that their bids reach the specified office well before the closing date and time of the tender at the specified location. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of DIT shall be final and binding on all the bidders.
13. **OPENING OF BIDS:** The bids will be opened at 1500 Hrs (IST) on the date of opening as indicated in **para 1.1.11** of 'General Information'. The bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Annexure 4**

hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening date of bid in DIT, the next working day will be treated as scheduled prescribed day for closing/opening of bid, the time notified remaining the same.

14. **UNSOLICITED POST TENDER MODIFICATIONS:** Unsolicited post-tender modification(s) shall lead to rejection of the offer and the EMD amount shall be liable to be forfeited.
15. **NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS:** Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.
16. **CONTACTING DIT AUTHORITIES:** No bidder shall contact any of the DIT authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.
17. **EXAMINATION AND EVALUATION OF BIDS:** A committee constituted by Competent Authority of DIT for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee may seek clarification/additional information from the bidders at any stage before the Contract is finally awarded.
18. **CRITERIA FOR THE AWARD OF CONTRACT:** DIT will award the contract to the successful bidder whose bid has been determined to be **in full conformity with the bid documents** and has been determined as the **lowest evaluated bid**.

**19. CANCELLATION OF TENDER PROCESS:** Committee duly constituted by Competent Authority, DIT, New Delhi reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. Secretary, DIT also reserves to himself the right to accept any bid in part or split the contract between two or more bidders.

**20. NOTIFICATION OF AWARD (NOA)**

**20.1** Prior to the expiry of the period of bid validity, DIT will notify the successful bidder in writing that his bid has been accepted.

**20.2** The dispatch of Notification of Award will constitute the contract.

**20.3** Upon the successful bidder's furnishing Performance Guarantee, pursuant to **para 21**, DIT will notify each unsuccessful bidder and discharge their EMD within a period of three months from the date of Notification of Award.

**21. PERFORMANCE GUARANTEE**

**21.1** Successful Bidder shall furnish Performance Guarantee of **Rs. 1,00,000/-**. Performance Guarantee shall be submitted in the form of a Crossed Demand Draft/Pay Order/Banker's Cheque/FDR drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee issued by Scheduled Bank as per **Annexure-5**.

**21.2** Performance Guarantee shall be valid for 60 days beyond the scheduled date of completion of the work indicated at **para 25** and further extendable, if required.

**21.3** Within 7 (SEVEN) working days of the receipt of Notification of Award (NOA) from DIT, the successful bidder shall furnish Performance Guarantee in accordance with the conditions of the contract as per **paras 1.1.5 and 1.1.6** above, and the Bank Guarantee Form provided at **Annexure-5** of this tender document, depending upon the option exercised by the successful bidder.

**21.4** Failure of the successful bidder to comply with the requirement of **para 21.3** shall constitute sufficient grounds for the annulment of the award and forfeiture of his Earnest Money Deposit.



**21.5** In case the Contractor fails to complete the assigned work within the period specified as per **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work, the Performance Guarantee submitted is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.

**21.6** On successful completion of the Contract, Performance Guarantee will be released within 60 days.

**21.7** No interest will be payable by the Department to the Contractor on the Performance Guarantee.

## **22. SECURITY DEPOSIT**

**22.1** 5% security deposit shall be deducted from the bills.

**22.2.** In case the work is abandoned during the course of work, failure of Contractor to comply with the directions of DIT or Contractor fails to complete the assigned work within the Work Completion Period as specified in **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work or provide satisfactory services during the Defect Liability Period as specified in **para 30**, the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.

**22.3** On successful completion of the Contract, Security Deposit will be released after completion of Defect Liability Period i.e. 12 months from the date of completion of the work.

**22.4** No interest will be payable by the Department to the Contractor on the Security Deposit.

**23.1 SIGNING OF CONTRACT:** The successful bidder shall be required to sign a formal detailed contract with the Joint Director, DIT, New Delhi, within a period of **07 working days** after depositing Performance Guarantee. Failure to do so on the part of the Contractor, Notification of Award is liable to be cancelled and Performance Guarantee, is liable to be forfeited.

**23.2 RATE CONTRACT:** Signing of this contract shall make contractor, in addition to execution of this award liable to supply these items and execute work contracts as and when awarded for similar items separately by this Department at the same rates and terms & conditions. The validity of rate contract shall be 1 year from the date of signing of this contract.

**24. COMMENCEMENT OF WORK:** On receipt of notification of award, successful bidder shall be required to physically start the work within **07 working days** after signing the contract or handover of site. Failure to do so shall attract penalty of 2% of the Contract Value. In case of failure to commence the work by the Contractor within 15 days after signing of the contract or handover of site, the Department shall be at the liberty to terminate the Award and forfeit the Performance Guarantee.

**25. WORK COMPLETION PERIOD:** The work should be completed within **90 days** from the date of Commencement of the Work as per **para 24**. In case the Contractor fails to complete the assigned work within specified Work Completion Period, DIT may recover Liquidated Damage as per **para 26** and/or terminate the Contract as per **para 27** and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2**. DIT on its part would be required to handover the site to the Contractor free from any encumbrance.

**35. PENALTIES AND LIQUIDATED DAMAGES:**

- a) If the Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**, DIT shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value and the same shall be deducted from the bill(s) or any other payment due to the Contractor. In addition to it, Department shall be at the liberty to terminate the Contract, and/or forfeit the Performance Guarantee and/or Security Deposit, in case, Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**.
- b) Failure to comply with the conditions governing this contract shall subject the contractor liable for penalties

upto 0.5% in each case subject to a maximum of 10% of the contract value as stipulated in **Para 3.11 and 3.15.**

- 27. TERMINATION OF CONTRACT:** It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of the Department. If the Contractor fails to commence the work as per **para 24** and/or the performance is not found to be satisfactory by the Department and/or on inspection as per **para 3.16** the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the DIT and/or fails to either replace the rejected material or make all alternative arrangements necessary to meet specification and correct the defects pointed out in the workmanship free of cost to the DIT within the Work Completion Period as per **para 25**, Department may terminate the contract and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2** or penalize upto 10% of the contract value.
- 28. MEASUREMENT AND PAYMENT:** Measurements of all items having financial value shall be recorded in Measurement books so that a complete record is obtained of all works performed under the contract. Measurements shall be taken jointly by the DIT official designated for the purpose and the Contractor. Intermediate bill can be submitted by the contractor on monthly basis for the work executed on the basis of recorded measurements or after execution of work, minimum amount of Rs. 10,00,000/-. Payment shall be made after verification of the bill by the Department after deduction of Security Deposit as per **para 22** and TDS as per applicable Rules. Final bill shall be submitted by the contractor in same manner as that in interim bills, after physical completion of work and completion certificate furnished by the Department. Payment to be made only for the work actually done. In this regard, a completion certificate will also be furnished by the Department after completion of the work.
- 29. FAILURE BY CONTRACTOR TO COMPLY:** After receipt of written notice from the DIT during the execution of work contract and during Defect Liability Period, requiring compliance with such further Drawings if any, &/or DIT's instructions, fails within seven days to comply with the same, the DIT may employ and pay other

persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the DIT or 2% amount may be deducted from any money due or which may become due to the Contractor.

30. **DEFECT LIABILITY PERIOD:** If any defect is noticed within 12 months from the date of completion of work, the same shall be rectified by the Contractor upon a notice to that effect and within stipulated period therein failing which DIT may forfeit the Security Deposit as per **para 22.2**.
31. **ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then DIT will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment thereof including the rules framed there under.
32. **JURISDICTION OF COURTS:** All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.
33. **DISCLAIMER:** The quantities mentioned in the **column 4** of Schedule of Work are illustrative only and not exact in nature. They may increase or decrease during actual execution of work. The Department shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities as mentioned in the **column 4** of Schedule of Works.

**Annexure-1**

**BID SUBMISSION PROFORMA**

Tender No. ....

Executive Engineer,  
Department of Information Technology,  
Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Dear Sir,

1. I/We hereby offer to quote for civil work as defined in 'Schedule of Works' and the relevant Annexures at the quoted price given in the 'Schedule of Works' Proforma as per **annexure-6 (6.1 to 6.2)** and agree to hold this offer open till \_\_\_\_\_.
2. I/We have understood and complied with all Terms and Conditions stipulated in the Tender Document necessary for submission of this bid. It is further stated that I/We have fully understood the 'Schedule of Works' and Terms and Conditions in the Tender Document governing this contract and shall abide by them in toto, if awarded the Contract.
3. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature & Seal of Bidder

Address

Dated:

**Note: This form duly typed on the letter head of the bidder and duly signed should be returned forming Annexure-1 of this Bid document.**

**CHECK LIST**

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with failing which the offer is liable to rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled must be returned along with the offer.

Sl.N	Para reference	Description	Bidders Response Yes/No/ N.A.	Ref. Page No. In the offer
1.	1.1.3 – 1.1.4	Earnest Money deposit		
2.	4.3.1	Copy of Annual Report (balance sheet and profit & loss account) of last 3 years duly attested by Chartered Accountant.		
3.	4.3.2	Self attested copy of work contracts in support of Eligibility Criteria referred at <b>para 4.3.2.1</b>		
4.	4.3.3	Photocopy of valid registration for civil works with at least one of the organizations e.g. CPWD, MES, BRO, RAILWAYS duly attested by a Gazetted Officer.		
5.	4.3.4	Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer, duly attested by a Gazetted Officer		
6.	4.3.5	Photocopy of Service Tax Registration certificate issued		

		by appropriate authority in favour of the tenderer, duly attested by a Gazetted Officer		
7.	4.3.6	Photocopy of PAN Card issued by appropriate authority, duly attested by a Gazetted Officer.		
8.	4.3.7	A self declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking any where in the country.		
9.	6. (6.1-6.2)	Preparation of bid		
10.	Annexure-1	Bid Submission Proforma		
11.	Annexure-2	Check List		
12.	Annexure-3	Bidder's past work experience Proforma		
13.	Annexure-4	Authorization letter for attending Tender opening		
14.	Annexure-6 (6.1- 6.2)	Schedule of Work duly filled with quoted unit price and amount of each item both in figures and words.		

**Signature & Seal of Bidder**

Annexure-3

**BIDDER 'S PAST WORK EXPERIENCE PROFORMA**

S.No.	Name & Address of The Client	Work Order number, date and amount	Description of Works  successfully completed/ongoing works	Remarks

**NOTE- Work Orders & Completion/On Going Works Certificates  
From Clients to be enclosed along with this Proforma.**

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**Signature & Seal of  
the Bidder**



**AUTHORIZATION LETTER FOR ATTENDING TENDER  
OPENING**

NO.

Date

\_\_\_\_\_

To,

Executive Engineer,  
Department of Information Technology,  
Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Subject: Tender No. \_\_\_\_\_ Due on  
\_\_\_\_\_.

Sir,

Mr/Ms ..... has been  
authorized to be present at the time of opening of above tender  
on my/our behalf.

His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder

**(Proforma of Bank Guarantee towards Performance  
Guarantee )**

**BANK GUARANTEE**

Ref No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Dated  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

1. In consideration of Department of Information Technology, New Delhi having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_ having its registered/head \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR' which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and Department of Information Technology, New Delhi having agreed that the CONTRACTOR shall furnish to PAY & ACCOUNTS OFFICER, DIT, NEW DELHI a bank guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in \_\_\_\_\_ words)

\_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by Department of Information Technology, New Delhi on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Department of Information Technology, New Delhi in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that Department of Information Technology, New Delhi at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that Department of Information Technology, New Delhi may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that Department of Information Technology, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Department of Information Technology, New Delhi against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act, or omission on the part of Department of Information Technology, New Delhi or any indulgence by Department of Information Technology, New Delhi to the said CONTRACTOR(s) or any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of Department of Information Technology, New Delhi under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till Department of Information Technology, New Delhi discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Department of Information Technology, New Delhi or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the CONTRACT has been awarded.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_. (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Department of Information Technology, New Delhi under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Department of Information Technology, New Delhi under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

Signature of authorized officer

Seal of the Bank

**WITNESS NO. 1**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS NO. 2**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**Annexure -6**

**SCHEDULE OF WORK**

**Name of work:-** Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan  
(For Electrical Work)

S. No	Description	Qty.	Unit	Rate	Amount
1.	Supplying and fixing flush metal box of ISI Make(1-6 Module) for fixing ISI make switches 6/16 amps on surface/recess with top cover sheet etc. as required.	100 Nos.	Nos		
2.	Supply and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of Surface conduit or cutting the wall and making good the same in case of recessed conduit as required (a) 25mm (b) 20mm	800 meter 700 meter	Meter meter		
3.	Wiring for circuit / submain wiring alongwith earth wire with the following sizes of FR PVC insulated, copper conductor single core cable in surface/ recessed steel conduit etc. as required. 2 X 1.5 sq. mm. + 1 x 1.5 sq.mm earth wire	600 meter	Meter		
4.	Supplying of tube light fittings ceiling mounted Philips Make Complete with 2 rod etc. as required.(2X 36 W)	80 Nos.	Nos		
5.	Wiring for sub-main wiring with the following size of FR PVC insulated, Copper conductor, single core cable in surface/ recessed steel conduit as required. (a) 2 X 4 sq. mm. + 1 x 4 sq.mm earth wire (b) 2 X 6 sq. mm. + 1 x 6 sq.mm earth wire (c) 4 X 4 sq. mm. + 2 x 4 sq.mm earth wire	800 mtr. 400 mtr. 500 mtr.	Meter Meter Meter		
6.	Supplying and fixing 5 amps to 32 amps rating, 240 volts C-series, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with the connections, testing and commissioning etc. as required a) Single pole	96 Nos.	Nos.		
7.	Supplying and fixing DDLH218 TG(2 x 18 WCF) Crompton ceiling mounted of fitting complete with ballast and all accessories including connections, testing and	50 Nos.	Nos		

	commissioning etc. as required.				
8.	Supplying and fixing following way, three pole and neutral, prewired, sheet steel MCB distribution board, 415 volts, on surface/recess, complete with loose wire box terminal blocks, duly prewired with suitable size FR PVC insulated copper conductor upto terminal blocks, tinned copper bus-bars, neutral link, earth bar, din bar, detachable gland plate, interconnections phosphatized and powder painted including earthing etc. as required (But without MCB/RCCB/Isolator) a) 8 way (4+24) Single door	4 Nos.	Nos.		
9.	Supplying and fixing one and two way 5/6 amp modular switches on the existing Metal Box & cover complete with connections etc. as required	150 Nos.	Nos.		
10.	Supplying and fixing 6 pin- 6/16 Amp socket modular outlet on the existing Metal box and cover complete with connections etc. as required.	160 Nos.	Nos.		
11.	Supplying and fixing 6/16 Amp switch modular outlet on the existing Metal box and cover complete with connections etc. as required.	160 Nos.	Nos.		
12.	Wiring for light point /fan point/ call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface/recessed steel conduit with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FR PVC insulated copper conductor single core cable etc. as required Group C.	150 Nos.	Nos.		
13.	Supply & fixing of Cu- conduit armoured cable of size 3 ½ x 50 on surface	100 mtr.	Meter		
14.	Supply and fixing ISI make 63 amp rating, 415 volt, 50 cycle 4 pole, 10 KA MCB suitable for inductive load in the existing MCB DB complete with connection testing etc. as required.	4 Nos.	Nos.		
15.	Supply, installation, testing and commissioning of 4 pole 125 amp. 35 KA MCCB with sheet steel enclosure ISI mark to use as tap up box for taking supply from bus bar etc. as required.	4 Nos.	Nos.		
16.	Supplying and fixing of wall bracket fan of size 14" ISI marked.	12 Nos.	Nos		
17.	Supply, fixing and commissioning of single telephone jack of 02 line with enclosure of ISI mark	50 Nos.	Nos		
18.	Supply and wiring 10 pair ISI PVC insulated sheathed telephone cable configuration to ITI and ITD specification with tape and thread for indoor application.	500 mtrs.	Meter		
19.	Supply and installation of internet socket ISI	60 Nos.	Nos.		

	make .				
19.	Supply and installation of internet cable ISI mark CAT 6 in conduit	2000 mtrs.	Meter		
20.	Supply and installation of Balancing plates.	50 Nos.	Nos.		
	<b>Total</b>				



**No.2(35)2011-Engg.  
Government of India  
Ministry of Communications & Information Technology  
Department of Information Technology  
Electronics Niketan, 6, CGO Complex,  
Lodi Road, New Delhi-110 003**

**NOTICE INVITING TENDER**

Tender No.2(35)/2011-Engg.(C)

Dated: 30<sup>th</sup> January, 2012.

The Department of Information Technology (DIT) is housed in a state of art building called "Electronics Niketan" situated at 6, CGO Complex, Lodi Road, New Delhi-110003. Sealed Item Rate Tenders are invited for Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan - Supply and installation of LAN Work and other miscellaneous equipments etc. at Electronics Niketan in this Department, from reputed Contractors who have suitable experience in the relevant field, with technical, financial & infrastructural capabilities in accordance with relevant clauses of the tender document, including its Annexures.

**GENERAL INFORMATION**

**1.1** General information pertaining to the tender is given below:

<b>1.1.1</b>	Brief description of Schedule of Work	Renovation of area at 4 <sup>th</sup> floor (4051-55) at Electronics Niketan - Supply and installation of LAN Work and other miscellaneous equipments etc. at Electronics Niketan
<b>1.1.2</b>	Type Of Tender	Double Cover, Item Rate Tender
<b>1.1.3</b>	Earnest Money Deposit (EMD)	Rs. 26,000 /-
<b>1.1.4</b>	Mode of E.M.D.	Crossed Demand Draft/Pay Order/Bankers Cheque /FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi.
<b>1.1.5</b>	Performance Guarantee	<b>Rs. 65,000/-</b> in the form of Crossed Demand Draft/Pay Order/Bankers Cheque/ FDR issued by Scheduled Banks drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee as per <b>Annexure-5</b> from a

		Scheduled Bank as defined in <b>para 21.</b>
<b>1.1.6</b>	Validity of Performance Guarantee	60 days beyond the date of completion of the work as defined in <b>para 25.</b>
<b>1.1.7</b>	Security Deposit	<b>5%</b> security deposit shall be deducted from the bills.
<b>1.1.8</b>	Tender Document can be obtained free of cost from	Joint Director (Bldg.), Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 Ph: 24363154  The complete tender document can also be downloaded from the Website <b><u><a href="http://www.mit.gov.in">www.mit.gov.in</a></u></b> .
<b>1.1.9</b>	Period (Date & Time) of issue of Tender Document	From 10.00 AM to 4.00 PM from the date of publishing of this advertisement up to 9 <sup>th</sup> February, 2012 on working days only.
<b>1.1.10</b>	Date & Time of Closure of Tender	10 <sup>th</sup> February, 2012 at 16-30 hrs.
<b>1.1.11</b>	Date & Time of Opening of Tender	10 <sup>th</sup> February, 2012 at 15-00 hrs.
<b>1.1.12</b>	Bid Validity	90 days from last date of submission of tender.
<b>1.1.13</b>	Deposit of Tender Documents	Sealed tender documents to be dropped in tender box kept at Reception of Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003 till specified date and time as per <b>para 1.1.10.</b>
<b>1.1.14</b>	Commencement Period	07 working days (from the date of Signing of Contract or Handover of site) as defined in Para 24.
<b>1.1.15</b>	Work Completion Period	Within 30 days of Commencement of Work as defined in <b>para-25.</b>
<b>1.1.16</b>	Defect Liability Period	12 months (from the date of Completion of work)
<b>1.1.17</b>	Penalty for delay in completion of work (Liquidated damages)	0.5% per week of delay subject to a ceiling of 10% of total Contract Value.
<b>1.1.18</b>	Signing of	07 Working days after depositing Performance

	Contract	Guarantee, as defined in Para 23.
<b>1.1.19</b>	Termination of Contract	As defined in Para 27

### **3. SCHEDULE OF WORK**

- 2.1** The Contractor shall be required to complete the work as defined in 'Schedule of Work' placed at **Annexure-6**.

### **3. TERMS & CONDITIONS GOVERNING THE CONTRACT**

#### **3.1 Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.**

- 3.1.1** The Contractor shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and **indemnify the Department** against any loss which accrues to the department directly or indirectly on account of commission/omission of his responsibilities under this contract.

- 3.2** The Contractor shall not engage/employ persons below the age of 18 years.

- 3.3** In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and DIT shall not be liable for any claim for damages or compensation.

- 3.4** DIT shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.

- 3.5** Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in DIT, under the provisions of this Contract. The Contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons deployed by him for work, from the concerned department through its Section in-charge.

- 3.6** For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be subject to inspection by the authorized officers of DIT at the discretion of DIT and the Contractor shall be under obligation to assist in such exercise, whenever desired.
- 3.7** The Contractor shall ensure that DIT's property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss and upto 0.5% of the Contract value the extent of the recovery the Contractor shall be liable to make good the loss. The decision of DIT as to the quantum and value of damage/loss and the extent of recovery to be made from him, upto 0.5% of the Contract value in each case or upto 5% of the Contract value, shall be final and binding on the Contractor.
- 3.8** The requirements given in the 'Schedule of Work' placed at **Annexure-6** are only indicative and not exhaustive. Contractor shall be required to complete the project. The decision of DIT authorities in this regard shall be final and binding on the Contractor.
- 3.9** Timely completion of the assigned work shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this Department reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by DIT shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee along with penalty, upto 2% of the Contract value, as deemed fit by the Department.
- 3.10** The Contractor shall take all necessary steps to ensure that due to repairing/ renovation, official work is not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace. To ensure this, the Contractor may have to do the work after office hours or on weekends/holidays too.
- 3.11** Decision of DIT regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to DIT. The Contractor shall be bound by any such decision, directions of DIT officials.
- 3.12** Contractor shall ensure performance of all activities, which have been listed under the 'Schedule of Work' and **Annexure 6** of

this tender document. He shall be under obligation to carry out all of the works stipulated in the contract.

**3.13** Failure to comply with the conditions governing this Contract, shall subject the Contractor liable for Penalty and Termination of Contract as stipulated in **para 24, 35 and 27** of this Tender Document.

**3.14** Department reserves the right to increase or decrease the 'Schedule of Work' or to revise the drawings if any, and total variation can be up to +/- 10% of total contract value. The material to be used by the Contractor should be conforming to reputed brands or ISI marks. Samples of all materials / fixtures as specified in 'Schedule of Work' shall be got approved before their use by the Contractor. Catalogues / Brochures are also to be brought by the Contractor along with samples wherever required.

**3.15** DIT's Power to issue instructions etc:

**3.15.1** DIT may in its absolute discretion & from time to time issue further Drawings if any, &/or written instructions, detailed directions & explanations in regard to:

- a) minor addition, reduction, omission or substitution of any work included in the Contract.
- b) minor variation or modification of the design, quality, character of any work.
- c) minor variation in the dimensions of any part of the works.
- d) minor discrepancy in the Drawings if any, or between the Bill of Quantities and /or Specification.
- e) the removal from the site of any material brought thereon by the Contractor & the substitution of any other material.
- f) the removal &/or re-execution of any work executed by the Contractor
- g) the dismissal from the works of any person employed there-upon by the Contractor to carry out the work under the provisions of this Contract and its replacement by the another suitable person within a given time frame at no additional cost to DIT.

- h) the opening up of or inspection of any work covered up.
- ii) all other instructions issued to him covering other aspects of the Contract.

### **3.16 INSPECTION AND QUALITY ASSURANCE**

**3.16.1** Executive Engineer, DIT or any other representative/official deputed by the DIT shall have the right to inspect or to test the materials to establish their conformity to the ordered specifications. The Contractor shall provide all reasonable facilities and assistance to such representative without any charges to the DIT in this regard. Further, DIT may direct the Contractor to get any/all materials/samples tested from specified organization(s) for conforming to the tendered specifications at the cost of the Contractor. In case, any inspected or tested material fails to conform to the ordered specifications, or workman ship is found to be unsatisfactory, DIT may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workman ship, at no additional cost to DIT, within the Work Completion Period as per **para 25**.

**3.17** Contractor shall make his own arrangement for electricity from the source of electric points to the point of need. DIT will supply only the electricity at pre-located sources/ points.

**3.18** All the unused materials like clips, wires, nails and other debris (malba and rubbish material) shall be removed and suitably disposed off outside building premises after the completion of the work at no additional cost. The site should be handed over to DIT in good condition. The Contractor shall bear sole liability for proper disposal of debris.

**3.19** Watch and ward of the material used by the Contractor before/during and after installation shall be the responsibility of the Contractor till the job is duly completed and handed over to the Department. DIT shall in no way be responsible for the security of the material kept in DIT premises for the purpose of the Contract.

## **4. INSTRUCTIONS TO TENDERERS/BIDDERS**

**4.1** The complete tender document can be procured as per information provided in **paras 1.1.8 and 1.1.9**

## **4.2 Earnest Money Deposit (EMD):**

**4.2.1** Each Tender must be accompanied by Earnest Money Deposit (EMD) of Rs. 26,000/- in the form of Crossed Demand Draft/Pay Order/Banker's Cheque/ FDR issued by a Scheduled Bank in favour of Pay & Accounts Officer, Department of Information Technology, New Delhi, payable at New Delhi as specified at **paras 1.1.3 and 1.1.4**. Tenders received without Earnest Money Deposit (EMD) shall be rejected.

**4.2.2** Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.

**4.2.3** EMD of unsuccessful bidders will be returned by DIT within a period of 3 months after issue of Notification of Award (NOA) as stipulated in **para 20**. For the successful bidder, EMD will be returned after depositing the Performance Guarantee.

**4.2.4** No interest shall be payable to the bidders against their EMDs.

**4.3 Eligibility Criteria:** In order to be considered for the contract of the works as detailed under 'Schedule of Work' in this Tender Document at **para-2** along with sub-paras and annexure, the tenderer must have:

**4.3.1** average annual financial turnover during the last 3 years, ending 31<sup>st</sup> March, 2012 of at least Rs. 3.90 lakhs should furnish self attested Annual report (balance sheet and profit & loss account, duly certified by CA) of last 3 years.

**4.3.2** experience of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which tenders are invited, should be either of the following:

**4.3.2.1** three similar works costing not less than Rs. 5.20 lakhs each. Self attested copy of work contracts needs to be enclosed with the bid.

**OR**

two similar works costing not less than Rs. 6.50 lakhs each. Self attested copy of work contracts needs to be enclosed with bid.



**OR**

one similar work costing not less than Rs. 10.40 lakhs. Self attested copy of work contract needs to be enclosed with bid.

**4.3.2.2** “similar works” for the purpose of **para no. 4.3.2.1** shall be Supply and installation of LAN Work and other miscellaneous equipments etc.

**4.3.3** should have valid TIN number issued by appropriate authority. (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.4** should be registered under Service Tax registration (Photocopy of certificate issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.5** should have valid PAN Number issued by Income Tax Department (Photocopy of PAN Card issued by appropriate authority in favour of the tenderer to be attached duly attested by a Gazetted Officer).

**4.3.6** should attach a self declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.

**4.4** Bids should be complete in all respects and conform to all the conditions laid down in the tender documents failing which their bids shall be liable to be rejected without further information to the bidder and without assigning any reason. No correspondence shall be entertained in this regard.

**4.5** The Department reserves the right to reject any or all the bids without assigning any reasons thereof. No tenderer shall have any cause of action or claim against DIT for rejection of his bid.

**4.6** The tender document is not transferable.

**4.7** Conditional Tenders/Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.

**4.8** The bidders in their own interest should study the ‘Bid document’ as given in **para 5** and the ‘Preparation of Bids’ as given in **para 6**,

carefully, and abide by the various instructions and guidelines provided under various paras of the tender document.

4.9 DIT reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.

4.10 For better appreciation of 'Schedule of Work' under this Contract, the bidders are advised to visit the site of the work in the building on any working day between 10.00 A.M. to 4.00 P.M after the issue of Tender Notice and before the date of closure of this Tender.

4.11 The bidder shall be bound by all the terms and conditions as laid down in the bidding document including all the Annexures, in toto.

## **5. THE BID DOCUMENT:**

5.1 The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include **Annexure 1 - Annexure 6.**

## **6. PREPARATION OF BIDS**

6.1 As prescribed in the relevant clauses of **paras 1.1, 4.2 and 4.3**, the :

6.1.1 Tender document complete in all respect needs to be submitted by the bidder in sealed cover.

6.1.2. Bid shall contain EMD as per **para 4.2** and complete details of general nature viz. details and documents conforming to Eligibility Criteria, Experience of bidder, Schedule of Work duly filled with unit price and amount separately for each item etc. as asked for in the tender document. Each page/ document of the Bid should be signed and stamped by the tenderer or his authorized representative. Rates should be quoted including of excise duty, freight & forwarding, octroi, installation and commissioning & testing but excluding VAT/Service Tax. However, Service tax, VAT as applicable from time to time, will be paid separately.

6.1.3 The above envelope should be sealed and superscripted with Tender Notice No., description of work, due date of opening,

and name & address of the bidder on the cover. This envelope should be addressed to Executive Engineer, Department of Information Technology, Electronics Niketan, 6, CGO Complex, New Delhi-110003.

- 6.2** The complete bid including the prices must be written by the bidder in indelible ink. Bids and/or prices written/filled in pencil shall be rejected.
- 6.3** The tender form should be legibly written or typed quoting all relevant financial quotes, in words as well as figures, duly signed by tenderer with Seal of Agency/Firm. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re-calculated and considered for price ranking. All cuttings/ over writings should be countersigned and number of cuttings/ over writings should be indicated on each page. In case of no cutting/ overwriting on the page, **NIL cutting/overwriting** shall be indicated. No page should be left Blank. If this is unavoidable then blank pages should be cut across and written “**Blank**” on it.
- 6.4** Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 6.5** A check-list as per **Annexure-2** needs to be submitted by all the bidders.
- 6.6** All documents forming a part of the Tender document should be serially numbered and signed by the authorized signatory on each page of the document. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- 6.7** The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the Department shall be written in English/ Hindi language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 6.8** Bids shall be submitted in the prescribed bid Proforma ‘Schedule of Works’ as per **Annexure 6**. The prescribed Proforma at **Annexure 6** duly filled in and signed should be returned intact.
- 6.9** The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed alongwith this bid document.
- 6.10** The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 6.11** The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- 6.12** Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be specified separately in his / her quote.
- 6.13** Bids should be submitted in two separate covers. First cover indicating ‘**COVER FOR PREQUALIFICATION**’ should consist of only prequalification along with supported documents etc. This cover should consist of complete prequalification papers, names of Agency and also commercial terms etc. offered. Price column in this cover should be kept blank. **EARNEST MONEY DEPOSIT (EMD) SHOULD ALSO BE SUBMITTED IN THIS COVER.** Second cover indicating “**COVER FOR PRICE BID**” should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. Envelope should bear the inscription :-

“**Tender for (Name of Work)** - \_\_\_\_\_ at  
Electronics Niketan, Department of Information Technology,  
CGO Complex, Lodi Road, New Delhi-110003

- 7. BID PRICE :** Item Rates quoted on the ‘**Schedule of Work**’ at **Annexure 6** by the bidder shall be valid and constant during the

entire period of contract and will not be subject to any variation on any account whatsoever.

8. **INCOME TAX LIABILITY:** The Contractor will have to bear entire Income Tax liability both **corporate and personal** whatsoever at his own end and DIT shall in no way be under any obligation to bear it.
9. **PERIOD OF VALIDITY OF BIDS:** Bids shall be valid for acceptance for the period as indicated in **para 1.1.12** of 'General Information' (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of the Department may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.
10. **Bids tendered through Telex/ Telegraphic/ Tele fax/ Xerox/ Photocopy shall not be considered for the award of this contract.**
11. **DEADLINE FOR SUBMISSION OF BIDS:** The Bids must be submitted only at the address specified in **para 1.1.8** of 'General Information' not later than 1630 Hrs (IST) on the notified date of closing of the tender as per **para 1.1.10**. Offers sent by hand delivery should be put in the Tender Box at the specified office and location as per **para 1.1.13** not later than 1630 Hrs. (IST) on the specified date as aforesaid.
12. **LATE/WRONGLY DELIVERED BIDS:** Bidders are advised in their own interest to ensure that their bids reach the specified office well before the closing date and time of the tender at the specified location. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of DIT shall be final and binding on all the bidders.
13. **OPENING OF BIDS:** The bids will be opened at 1500 Hrs (IST) on the date of opening as indicated in **para 1.1.11** of 'General Information'. The bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Annexure**

- 4 hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening date of bid in DIT, the next working day will be treated as scheduled prescribed day for closing/opening of bid, the time notified remaining the same.
14. **UNSOLICITED POST TENDER MODIFICATIONS:** Unsolicited post-tender modification(s) shall lead to rejection of the offer and the EMD amount shall be liable to be forfeited.
15. **NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS:** Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.
16. **CONTACTING DIT AUTHORITIES:** No bidder shall contact any of the DIT authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.
17. **EXAMINATION AND EVALUATION OF BIDS:** A committee constituted by Competent Authority of DIT for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee may seek clarification/additional information from the bidders at any stage before the Contract is finally awarded.
18. **CRITERIA FOR THE AWARD OF CONTRACT:** DIT will award the contract to the successful bidder whose bid has been determined to be **in full conformity with the bid documents** and has been determined as the **lowest evaluated bid**.

**19. CANCELLATION OF TENDER PROCESS:** Committee duly constituted by Competent Authority, DIT, New Delhi reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. Secretary, DIT also reserves to himself the right to accept any bid in part or split the contract between two or more bidders.

**20. NOTIFICATION OF AWARD (NOA)**

**20.1** Prior to the expiry of the period of bid validity, DIT will notify the successful bidder in writing that his bid has been accepted.

**20.2** The dispatch of Notification of Award will constitute the contract.

**20.3** Upon the successful bidder's furnishing Performance Guarantee, pursuant to **para 21**, DIT will notify each unsuccessful bidder and discharge their EMD within a period of three months from the date of Notification of Award.

**21. PERFORMANCE GUARANTEE**

**21.1** Successful Bidder shall furnish Performance Guarantee of **Rs. 25,000/-**. Performance Guarantee shall be submitted in the form of a Crossed Demand Draft/Pay Order/Banker's Cheque/ FDR drawn in favour of Pay & Accounts Officer, DIT, payable at New Delhi or a Bank Guarantee issued by Scheduled Bank as per **Annexure-5**.

**21.2** Performance Guarantee shall be valid for 60 days beyond the scheduled date of completion of the work indicated at **para 25** and further extendable, if required.

**21.3** Within 7 (SEVEN) working days of the receipt of Notification of Award (NOA) from DIT, the successful bidder shall furnish Performance Guarantee in accordance with the conditions of the contract as per **paras 1.1.5 and 1.1.6** above, and the Bank Guarantee Form provided at **Annexure-5** of this tender document, depending upon the option exercised by the successful bidder.

**21.4** Failure of the successful bidder to comply with the requirement of **para 21.3** shall constitute sufficient grounds for the

annulment of the award and forfeiture of his Earnest Money Deposit.

- 21.5** In case the Contractor fails to complete the assigned work within the period specified as per **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work, the Performance Guarantee submitted is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.
- 21.6** On successful completion of the Contract, Performance Guarantee will be released within 60 days.
- 21.7** No interest will be payable by the Department to the Contractor on the Performance Guarantee.

## **22. SECURITY DEPOSIT**

- 22.1** 5% security deposit shall be deducted from the bills.
- 22.2.** In case the work is abandoned during the course of work, failure of Contractor to comply with the directions of DIT or Contractor fails to complete the assigned work within the Work Completion Period as specified in **para 25**, or quality of the work is found to be unacceptable to the Department and the Contractor is unable to rectify the defects within the time frame provided for completion of the work or provide satisfactory services during the Defect Liability Period as specified in **para 29**, the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of DIT administration.
- 22.3** On successful completion of the Contract, Security Deposit will be released after completion of Defect Liability Period i.e. 12 months from the date of completion of the work.
- 22.4** No interest will be payable by the Department to the Contractor on the Security Deposit.
- 23.3 SIGNING OF CONTRACT:** The successful bidder shall be required to sign a formal detailed contract with the Joint Director, DIT, New Delhi, within a period of **07 working days** after depositing Performance Guarantee. Failure to do so on the part of the Contractor, Notification of Award is liable to be cancelled and Performance Guarantee, is liable to be forfeited.



**23.4 RATE CONTRACT:** Signing of this contract shall make contractor, in addition to execution of this award liable to supply these items and execute work contracts and when awarded for similar items separately by this Department at the same rates and terms & conditions. The validity of rate contract shall be 1 year from the date of signing of this contract.

**24.COMMENCEMENT OF WORK:** On receipt of notification of award, successful bidder shall be required to physically start the work within **07 working days** after signing the contract or handover of site. Failure to do so shall attract penalty of 2% of the Contract Value. In case of failure to commence the work by the Contractor within 15 days after signing of the contract or handover of site, the Department shall be at the liberty to terminate the Award and forfeit the Performance Guarantee. In this regard, the Department will also issue a certificate for the commencement of work.

**25.WORK COMPLETION PERIOD:** The work should be completed within **30 days** from the date of Commencement of the Work as per **para 24**. In case the Contractor fails to complete the assigned work within specified Work Completion Period, DIT may recover Liquidated Damage as per **para 35** and/or terminate the Contract as per **para 27** and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2**. DIT on its part would be required to handover the site to the Contractor free from any encumbrance.

**26. PENALTIES AND LIQUIDATED DAMAGES:**

- (a) If the Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**, DIT shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value and the same shall be deducted from the bill(s) or any other payment due to the Contractor. In addition to it, Department shall be at the liberty to terminate the Contract, and/or forfeit the Performance Guarantee and/or Security Deposit, in case, Contractor fails to complete the assigned work within the 'Work Completion Period' as per **para 25**.

- (b) Failure to comply with the conditions governing this contract shall subject the contractor liable for penalties upto 0.5% in each case subject to a maximum of 10% of the contract value as stipulated in **Para 3.11 and 3.15**.

**27. TERMINATION OF CONTRACT:** It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of the Department. If the Contractor fails to commence the work as per **para 24** and/or the performance is not found to be satisfactory by the Department and/or on inspection as per **para 3.16** the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the DIT and/or fails to either replace the rejected material or make all alternative

arrangements necessary to meet specification and correct the defects pointed out in the workman ship free of cost to the DIT within the Work Completion Period as per **para 25**, Department may terminate the contract and/or forfeit the Performance Guarantee as per **para 21.5** and/or Security Deposit as per **para 22.2** or penalize upto 10% of the contract value.

**28. MEASUREMENT AND PAYMENT:** Measurements of all items having financial value shall be recorded in Measurement books so that a complete record is obtained of all works performed under the contract. Measurements shall be taken jointly by the DIT official designated for the purpose and the Contractor. Intermediate bill can be submitted by the contractor for the work executed after execution of work, minimum amount of Rs. 10,00,000/-. Payment shall be made after verification of the bill by the Department after deduction of Security Deposit as per **para 22** and TDS as per applicable Rules. Final bill shall be submitted by the contractor in same manner as that in interim bills, after physical completion of work and completion certificate furnished by the Department. Payment to be made only for the work actually done. In this regard, a completion certificate will also be furnished by the Department after completion of the work.

**29. FAILURE BY CONTRACTOR TO COMPLY:** After receipt of written notice from the DIT during the execution of work contract

and during Defect Liability Period, requiring compliance with such further Drawings if any, &/or DIT's instructions, fails within seven days to comply with the same, the DIT may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the DIT or 2% amount may be deducted from any money due or which may become due to the Contractor.

**30. DEFECT LIABILITY PERIOD:** If any defect is noticed within 12 months from the date of completion of work, the same shall be rectified by the Contractor upon a notice to that effect and within stipulated period therein failing which DIT may forfeit the Security Deposit as per **para 22.2**.

**31. ARBITRATION:** In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then DIT will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or re-enactment thereof including the rules framed there under.

**32. JURISDICTION OF COURTS:** All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.

**33. DISCLAIMER:** The quantities mentioned in the **column 4** of Schedule of Work are illustrative only and not exact in nature. They may increase or decrease during actual execution of work. The Department shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities as mentioned in the **column 4** of Schedule of Works.

**BID SUBMISSION PROFORMA**

Tender No. ....

Executive Engineer,  
Department of Information Technology,  
Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Dear Sir,

4. I/We hereby offer to quote for work as defined in 'Schedule of Works' and the relevant Annexures at the quoted price given in the 'Schedule of Works' Proforma as per **Annexure-6** and agree to hold this offer open till \_\_\_\_\_.
5. I/We have understood and complied with all Terms and Conditions stipulated in the Tender Document necessary for submission of this bid. It is further stated that I/We have fully understood the 'Schedule of Works' and Terms and Conditions in the Tender Document governing this contract and shall abide by them in toto, if awarded the Contract.
6. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,

Signature & Seal of Bidder

Address

Dated:

**Note: This form duly typed on the letter head of the bidder and duly signed should be returned forming Annexure-1 of this Bid document.**

## Annexure-2

### CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with failing which the offer is liable to rejected.

4. Please tick whichever is applicable and cross whichever is/are not applicable.
5. Please sign each sheet.
6. The check-list duly filled must be returned along with the offer.

Sl.N	Para reference	Description	Bidders Response Yes/No/ N.A.	Ref. Page No. In the offer
1.	1.1.3 – 1.1.4	Earnest Money deposit		
2.	4.3.1	Copy of Annual Report (balance sheet and profit & loss account) of last 3 years duly attested by Chartered Accountant.		
3.	4.3.2	Self attested copy of work contracts in support of Eligibility Criteria referred at <b>para 4.3.2.1</b>		
4.	4.3.3	Photocopy of valid registration for ESI and EPF, duly attested by a Gazetted Officer.		
5.	4.3.4	Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer, duly attested by a Gazetted Officer		
6.	4.3.5	Photocopy of Service Tax Registration certificate issued by appropriate authority in		

		favour of the tenderer, duly attested by a Gazetted Officer		
7.	4.3.6	Photocopy of PAN Card issued by appropriate authority, duly attested by a Gazetted Officer.		
8.	4.3.7	A self-declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking any where in the country.		
9.	6. (6.1-6.2)	Preparation of bid		
10.	Annexure-1	Bid Submission Proforma		
11.	Annexure-2	Check List		
12.	Annexure-3	Bidder's past work experience Proforma		
13.	Annexure-4	Authorization letter for attending Tender opening		
14.	Annexure-6 (6.1- 6.2)	Schedule of Work duly filled with quoted unit price and amount of each item both in figures and words.		

**Signature & Seal of Bidder**

Annexure-3

**BIDDER 'S PAST WORK EXPERIENCE PROFORMA**

S.No.	Name & Address of The Client	Work Order number, date and amount	Description of Works  successfully completed/ongoing works	Remarks

**NOTE- Work Orders & Completion/On Going Works Certificates  
From Clients to be enclosed along with this Proforma.**

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**Signature & Seal of  
the Bidder**

**AUTHORIZATION LETTER FOR ATTENDING TENDER  
OPENING**

NO.

Date

\_\_\_\_\_

To,

Executive Engineer,  
Department of Information Technology,  
Electronics Niketan,  
6, CGO Complex, New Delhi-110003

Subject: Tender No. \_\_\_\_\_ Due on  
\_\_\_\_\_.

Sir,

Mr/Ms ..... has been  
authorized to be present at the time of opening of above tender  
on my/our behalf.

His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder



**(Proforma of Bank Guarantee towards Performance  
Guarantee )**

**BANK GUARANTEE**

Ref No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Dated  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

10. In consideration of Department of Information Technology, New Delhi having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s. \_\_\_\_\_ having its registered/head \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR' which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and Department of Information Technology, New Delhi having agreed that the CONTRACTOR shall furnish to PAY & ACCOUNTS OFFICER, DIT, NEW DELHI a bank guarantee for Indian Rupees ..... for the faithful performance of the entire CONTRACT.

11. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_

(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in \_\_\_\_\_ words)

\_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by Department of Information Technology, New Delhi on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Department of Information Technology, New Delhi in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

12. The Bank also agrees that Department of Information Technology, New Delhi at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that Department of Information Technology, New Delhi may have in relation to the CONTRACTOR's liabilities.
13. The Bank further agrees that Department of Information Technology, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Department of Information Technology, New Delhi against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act, or omission on the part of Department of Information Technology, New Delhi or any indulgence by Department of Information Technology, New Delhi to the said CONTRACTOR(s) or any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

14. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of Department of Information Technology, New Delhi under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till Department of Information Technology, New Delhi discharges this guarantee in writing, whichever is earlier.
15. This Guarantee shall not be discharged by any change in our constitution, in the constitution of Department of Information Technology, New Delhi or that of the CONTRACTOR.
16. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
17. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the CONTRACT has been awarded.
18. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs.(in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_. (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of Department of Information Technology, New Delhi under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of Department of Information Technology, New Delhi under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at \_\_\_\_\_.

Signature of authorized officer

Seal of the Bank

**WITNESS NO. 1**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS NO. 2**

**(Signature)**

\_\_\_\_\_

**(Full name & address)**

\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE -6**

**SCHEDULE OF WORK**

**Subject : Renovation of area at 4<sup>th</sup> floor (4051-55) at Electronics Niketan (For LAN Work)**

Sl.No.	Item Description	Qty.	Unit	Rate	Amount
1.	Supply & Installation of Patch Cord 3' of Cat 6				
2.	Supply & installation of Patch Cord 7' of Cat 6				
3.	I/O with gang box for CAT 6 ISI/ISO Mark				
4.	Supply & Laying of UTP CAT 6 Cable				
5.	Supply & laying of PVC Conduit 40 mm dia				
6.	Supply and fixing of Modular switch branded for i/p and o/p provision and integration with the Server as per sample approved by Department				
7.	Supply & fixing of Jack Panel to terminate at the end points of new cables 24 port and D-link 6 size ISO/ISI make				
8.	Supply & Laying of UTP CAT 5 Cable ISI/ISO Mark				
9.	I/O with gang box for CAT 5				
10.	MDF Box with module 200 pair				
	<b>Total</b>				















