

## ID DOCUMENT

### NOTICE INVITING TENDER

Tender Reference No: IG/CMD/EE(E)/NIT/2016-17/04

**Dated: 29.06.2016**

Online bid (Technical & Financial) from the respective manufacturer i.e. M/S Johnsons Control India (P) Ltd. or their authorized agent are invited on or behalf of Vice-Chancellor, IGNOU for **"TENDER DOCUMENT FOR "Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi".**

|   |   |
|---|---|
| Name of work                            | <b>TENDER DOCUMENT FOR :- "Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi".</b> |
| Estimated cost                          | <b>Rs.28,82,219</b>   |
| Period of contract                      | <b>TWO &amp; HALF MONTHS.</b>   |
| Earnest Money Deposit                   | <b>Rs.57,644/-</b>  |
| Date of Publishing                      | 04.07.2016 (11:00 Hrs.)   |
| Clarification Start Date and Time       | 04.07.2016 (11:30 Hrs.)   |
| Clarification End Date and Time         | 05.07.2016 (13:00 Hrs.)   |
| Date and Time of Pre-Bid meeting        | 05.07.2016 (15:00 Hrs.)   |
| Bid Submission Start Date               | 07.07.2016 (10:00 Hrs.)   |
| Queries (If any)                        | No queries will be entertained after clarification end date and time  |
| Last Date and time of uploading of Bids | 20.07.2016 (11:00 Hrs.)   |
| Date and time of opening of Bids        | 20.07.2016 (16:00 Hrs.)   |

*Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app> .*

### **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (as required in the bid documents) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.
- 4) The bidder shall seal the original Bank Drafts/Pay orders towards EMD and TENDER FEE in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of IGNOU, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING”. If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.

The bidder shall deposit the envelope in the tender box kept in the office of **Executive Engineer (E), CMD, (Opposite Convention Centre) at IGNOU Campus, Maidan Garhi, New Delhi-110068** on or before 13.00 hrs, on bid opening date. *In case EMD and TENDER FEE, is sent through Speed Post in the name of Tender Process Office, and please ensure that it must reach on the above mentioned address as per date & time mentioned in the bid document.*

*EMD not meeting above deadlines will not be accepted and bid will be rejected.*

- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. 011-29534102, 29572306 and 09868154879.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
CONSTRUCTION & MAINTENANCE DIVISION  
MAIDAN GARHI, NEW DELHI-110068.**

**Tender Notice**

Online bids are invited from respective manufacturer i.e. M/S Johnson Control (I) Pvt. Ltd. or their authorized agent for and on behalf of the Vice-Chancellor, IGNOU at an estimated cost of Rs.28,82,219/- for the work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi"**.

The online bids complete in all respect along with the scanned copies of the bank drafts of Rs. 500/- and Rs.57,644/- towards TENDER FEE and notified EMD respectively in favour of IGNOU, New Delhi, the original must reach the Office of Executive Engineer (E),CMD(Opposite Convention Centre), at IGNOU Campus, Maidan Garhi, New Delhi-68 latest by 13:00Hrs on the bid opening day.

The tender document along with other details may be downloaded from the CPP Portal:

<http://eprocure.gov.in/eprocure/app>

**Sd/-  
Executive Engineer (E)**

Dated:-

**TENDER DOCUMENT FOR ELECTRICAL ANNUAL MAINTENANCE AT  
INDIRA GANDHI NATIONAL OPEN UNIVERISTY  
NEW DELHI.**

Tender Reference No: IG/CMD/EE(E)/NIT/2016-17/04

|                |             |  |
|----------------|-------------|--|
| Tender Fee :   | Rs. 500/-   | (Rupees Five Hundred Only)                                   |
| Earnest Money: | Rs.57,644/- | (Rupees fifty seven thousand six hundred<br>Forty four Only) |

**Scanned Copy of EMD and TENDER FEE shall be submitted online on CPP Portal:-**

<http://eprocure.gov.in/eprocure/app>

**and**

**Physical copy of only EMD and TENDER FEE separately must be submitted on due date and before time of tender opening in the office of the Executive Engineer (E), CMD (Opposite Convention Centre), at IGNOU Campus, Maidan Garhi, New Delhi.**

## **INSTRUCTIONS TO THE BIDDER**

Indira Gandhi National Open University (IGNOU) is a Central University located in Delhi, INDIA.

### **INSTRUCTION FOR e-PROCUREMENT**

#### **1. Preparation and Submission of Bids**

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, TENDER FEE & EMD should be upload online in cover 1 and Commercial Bid in “.rar” should be upload online in cover-2

#### **2. Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid, TENDER FEE & EMD should be upload online in cover-1.
- b. Commercial Bid should be upload online in cover-2

Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app> ).

#### **3. Technical Bid:-** Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

- a. **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**
  - i. Scanned copy of TENDER FEE and EMD.
  - ii. Copy of board resolution/Power of Attorney/Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder
  - iii. The following documents are to be submitted online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:
    - Demand Drafts/Pay orders or Banker`s Cheques of any Scheduled Bank against EMD & TENDER FEE.
    - Certificate of authorization from the manufacturer in case participated by the authorized agent.
    - Attested certificate of work experience as desired at 1.2.1, as mentioned in the form IGNOU-6.
    - Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return.

- **Affidavit as per Notice Inviting Tender Condition 1.2.2 as mentioned in the form IGNOU-6 [To be submitted on stamp paper].**
- **Acceptance to execute INTEGRITY PACT on firm's letter head [as per pg.-17.**
- **Registration certificate of PAN No. and TIN No.**

#### **4. Financial Bid**

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified **“.rar”** format i.e. PriceBid\_20151015\_IGNCD\_AMC in Excel sheet attached as **‘.rar’** with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc. **except service tax.** The service tax component shall be re-immersable by the department after receipt of paid challans etc. if applicable.
- d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as **“0”** (ZERO). All totals should be correct.

#### **5. Last Date for Submission of Tender:**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.

#### **6. Tender Application Fee And Bid Security**

- a. The Bidder shall furnish Tender Application Fee (non-refundable) in the form of Demand Draft/ Pay order amounting to Rs. 500/- (Five Hundred Only), drawn on a scheduled commercial bank and payable to “IGNOU New Delhi”.
- b. The Bidder shall furnish Bid Security of Rs.57,644/- (Fifty seven thousand six hundred forty four only) in the form of the Earnest Money Deposit (EMD). The EMD shall be furnished in the form of Demand Draft of requisite amount, drawn on a scheduled commercial bank and payable to “IGNOU” at New Delhi.

**NOTE: Physically original EMD and TENDER FEE only must be submitted before due date and time on the given address i.e. the office of the Executive Engineer (E), CMD (Opposite Convention Centre), at IGNOU Campus, Maidan Garhi, New Delhi-110068 and Scanned copies of the same shall be uploaded online in cover 1.**



- c. Any Bid not accompanied by an acceptable Bid Security and Tender Application Fee shall be summarily declared non-responsive and the envelope containing financial Bid of such Bidder shall not be opened.
- d. The Bid Security of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be returned without interest, on receipt of Performance Bank Guarantee in accordance with the requirement of the Contract.

## **7. Bid Validity**

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IGNOU may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

## **8. Modification / Substitution/ Withdrawal of bids:**

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **9. Rejection of the Bid:** The bid submitted shall become invalid and tender fee shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.
- c. If physically non-submission of EMD and TENDER FEE separately before opening of bid.

10. The successful bidders shall be required to submit a performance guarantee of 5% of the tendered amount in the form of Bank Guarantee or F.D.R. from a Nationalized / Scheduled Bank within 10 days of issue of letter of intent before award of work. In case of failure by the Contractor to submit the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated as null and void. **The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that.**

11. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- i) Firms/Contractors should have satisfactorily completed one similar work of value not less than **Rs.23,05,775/-** or two similar works each of value not less than **Rs.17,29,331/-** or

three similar works each of value not less than **Rs.11,52,888/-** during last 7 years ending previous day of last date of submission of bids.

- ii) **Earnest Money of Rs.57,644/-** in the form of Banker's cheque or Demand draft of a schedule bank drawn in favour of "IGNOU, New Delhi".
- iii) **Tender fee of Rs.500/-** in the form of bankers cheque or demand draft of a scheduled bank drawn in favour of "IGNOU, New Delhi".

12. **Similar work shall means :- Servicing of centrifugal & screw chillers.**
13. **The intending bidder must read the terms and conditions & IGNOU-6 & 7/8 carefully** which will be the part of the Contract. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
14. Information and Instructions for bidders posted on website shall form part of bid document.
15. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
16. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Drafts or Pay orders or Banker's Cheques of any Scheduled Bank towards the cost of TENDER FEE and EMD in favour of "IGNOU New Delhi".
17. **The bidders shall deposit the original EMD and TENDER FEE separately in the office of the Executive Engineer (E), CMD, IGNOU, Campus, New Delhi-68 on the same day before opening of tender as per scanned copy already uploaded during submission of bid.**
18. Copy of enlistment order and certificate of work experience and other documents as specified in the bid documents shall be scanned and up-loaded to the e-Tendering website within the period of bid submission. **(However, original of all the scanned and up-loaded documents as specified shall be submitted by the lowest bidder within a week physically in the office of e-tendering authority i.e. Executive Engineer (E), CMD for verification, failing which the tender shall be rejected).**
19. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD, TENDER FEE and other documents scanned and uploaded are found in order.
20. Completion certificates are required to be got issued by an officer not below the rank of Executive Engineer of similar works completed by the Firm. The work experience certificates submitted by the bidders shall clearly indicate that:
  - a. The similar work executed shall be **as '11' (i) above**
  - b. The completed cost of the work
  - c. Actual date of completion of the work

21. Attested copy of registration certificates to be uploaded. Registration of firms/ Contractors must be valid on the day of submission of Tenders or extended date of submission of Tenders whichever is later.
22. Work means only work under Government/ Public Sector Undertaking / Central Autonomous bodies.
23. IGNOU is committed to follow the principle of transparency, equity and competitiveness in public procurement. Before submission of bid **each bidder should sign integrity pact at respective places** and submit the bid. If duly signed integrity pact is not submitted by bidder, such bid shall not be considered.
24. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
25. The intending bidder must have valid class-III digital signature to submit the bid.
26. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
27. Contractor can upload documents in the form of JPG format and PDF format.
28. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
29. When bids are invited in two / three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
30. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

**FORM IGNOU – 6****CONSTRUCTION & MAINTENANCE DIVISION  
(NOTICE INVITING E-TENDER)**

**1.0** Item rate tenders are invited on behalf of Vice-Chancellor, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 from respective manufacturer i.e. M/S Johnsons Control (I) Pvt. Ltd. or their authorized agent. for the work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi"**. The certificate of authorization from the manufacturer in case participation by the authorized agent should be uploaded during submission of online bid.

- 1.1** The work is estimated to cost **Rs.28,82,219/-**. This estimate, however, is given merely as a rough guide.
- 1.1.1** The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

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

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

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

Three similar works each of value not less than **Rs.11,52,888/-** or two similar work each of value not less than **Rs.17,29,331/-** or one similar work of value not less than **Rs.23,05,775/-** in last 7 years ending previous day of last date of submission of bids.

**1.2.2 To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under on 10 Rs. Non-Judicial stamp paper:-**

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

- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.**

3. The time allowed for carrying out the work will be **TWO AND HALF MONTHS** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form CPWD-7/8 can be seen from the web Site <http://eprocure.gov.in/eprocure/app>. **free of cost.**
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
8. If it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
9. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque [**drawn in favour of IGNOU, New Delhi** ], of any Scheduled Bank shall be scanned & uploaded to the e-tendering website within the period of tender submission by the intending bidders.
10. The bid submitted shall become invalid, and reject:-
  - a) If he bidder is found ineligible.
  - b) If the bidder does not upload all the documents as stipulated in the bid documents.
  - c) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and original documents physically submitted to the office of the EE(E), CMD (Oppst. Convention Centre), at IGNOU Campus, Maidan Garhi, New Delhi-68 for verification by the lowest tenderer.
11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or irrevocable Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority reserves the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the IGNOU responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the IGNOU, New Delhi. Any breach of this condition by the contractor would render him liable to be debarred from bidding process in future in IGNOU, New Delhi.
17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract liable to be cancelled, if, either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **ninety [90] days from the date of opening of financial bids**, if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any

modifications in the terms and conditions of the bid which are not acceptable to the department, then the IGNOU, New Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.

19. This notice inviting bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within FIFTEEN DAYS stipulated date of start of the work, sign the contract consisting of:-
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard CPWD Form –7/8 or other Standard IGNOU Form as applicable.
20. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and original document submitted by the L-I bidder for verification at IGNOU, New Delhi, then the bid submitted shall become invalid and the IGNOU, New Delhi shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the bidding process of the work.



### **INTEGRITY PACT**

To

.....,

.....,

.....

Sub: NIT No. **IG/CMD/EE(E)/NIT/2016-17/04** for the work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi"**.

Dear Sir,

It is here by declared that IGNOU, New Delhi is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bid will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Vice-Chancellor, IGNOU, New Delhi.

Yours faithfully,

Executive Engineer (E)



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

To

**Executive Engineer (Elect.),**  
CMD, IGNOU,  
Maidan Garhi,  
New Delhi – 110068.

Subject: Submission of Bid for the work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi"**.

Dear Sir,

I / We acknowledge that IGNOU, New Delhi is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IGNOU, New Delhi. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IGNOU, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

[To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Vice-Chancellor, IGNOU, New Delhi.]

## INTEGRITY AGREEMENT

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

### BETWEEN

The Vice-Chancellor, Indira Gandhi National Open University, New Delhi-110068 represented through **Executive Engineer (Elect.)**, CMD, IGNOU, New Delhi-68.

....., (Hereinafter referred as the '**Principal/Owner**',  
(Address of Division)

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

### AND

.....  
.....

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

through .....

.....(Hereinafter referred

(Details of duly authorized signatory)

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

### Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **IG/CMD/EE(E)/NIT/2016-17/04** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi**". (Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its

relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

### **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles: No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or coercion or collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form,

such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

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

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

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

between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IGNOU, New Delhi.

#### **Article 7: Other Provisions**

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

#### **Article 8: LEGAL AND PRIOR RIGHTS**

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

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

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

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

WITNESSES:-

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

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

Place:

Dated :

**CONSTRUCTION & MAINTENCE DIVISION****Item Rate Tender & Contract for Works**

Tender for the work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi"**.

(A) (I) To be submitted online by **11:00 AM** on 20.07.2016.

(II) To be opened at **04.00 PM** hours on 20.07.2016 online

**e-TENDER**

I / We have read and examined the Notice Inviting Tender, schedule, A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Vice-Chancellor, IGNOU, New Delhi within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

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

A sum of **Rs.57,644/-** is hereby forwarded in Banker's cheque or Demand draft or fixed deposit receipt of a schedule bank drawn in favour of **IGNOU, New Delhi** s earnest money. If I / We, fail to furnish the prescribed performance guarantee within prescribed period I / We agree that the said The Vice-Chancellor, IGNOU, New Delhi-110068 or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / We fail to commence the work as specified, I / We agree that The Vice-Chancellor, IGNOU, New

Delhi-110068 or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I / We shall be debarred for participation in the re-tendering process of the work.



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

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

Dated:

Signature of Contractor

Witness:

Postal Address  
Address:

Occupation:-

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of The Vice-Chancellor, IGNOU, New Delhi - 110068 for a sum of(Rupees.....).

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

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

For & on behalf of the Vice-Chancellor, IGNOU

Signature .....

Dated:-

Designation .....

## PROFORMA OF SCHEDULES

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

### **SCHEDULE 'A'**

Schedule of quantities (enclosed)

### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

| S.No. | Description of item | Quantity | Rates in figures & words at which the material will be charged to the contractor | Place of issue |
|-------|---------------------|----------|--|----------------|
| ←     | Nil                 |          |  | →              |

### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

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

### **SCHEDULE 'D'**

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

**Nil**

### **SCHEDULE 'E'**

Reference to General Conditions of contract [GCC]

|   |                        |   |  |
|---|------------------------|---|--|
| 1 | Name of work           | : | <b>"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi".</b> |
| 2 | Estimated cost of work | : | <b>Rs.28,82,219/-</b>  |
| 3 | Earnest Money          | : | <b>Rs.57,644/-</b>   |
| 4 | Performance Guarantee  | : | 5 % of tendered value  |
| 5 | Security Deposit       | : | 5 % of tendered value  |

### **SCHEDULE 'F'**

**GENERAL RULES & DIRECTION:** Officer inviting tender - Executive Engineer (E)

|  |   |   |  |
|--|---|---|--|
| Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2&12.3 |   | : | See below  |
| <b>Definitions:</b>  |   |   |  |
| 2[v]   | Engineer – in - charge  | : | <b>Executive Engineer [Elect]</b>  |
| 2[vi]  | Accepting Authority   | : | <b>Vice-Chancellor, IGNOU.</b>   |
| 2[x]   | Percentage on cost of materials and labour to Cover all overheads and profits | : | 15 %   |
| 2[xi]  | Standard schedule of rates  | : | <b>Market Rate.</b>  |
| 2[xii]   | Department  | : | CMD, IGNOU, New Delhi  |
| 9[iii]   | Standard CPWD contract Form corrected up-to date                              | : | <b>General Conditions of Contract, CPWD Form 7/8-2010 modified &amp; Corrected up to date &amp; special terms and conditions of the of the tender.</b> |

#### **Clause 1:**

|      |   |   |                     |
|------|---|---|---------------------|
| [i]  | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance                               | : | <b>10 days</b>      |
| [ii] | Maximum allowable extension with late fees @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above | : | <b>1 to 10 days</b> |

#### **Clause 2:**

|  |   |                               |
|--|---|-------------------------------|
| Authority for fixing compensation under clause 2 | : | <b>Vice-Chancellor, IGNOU</b> |
|--|---|-------------------------------|

#### **Clause 2 A:**

|                                       |   |           |
|---------------------------------------|---|-----------|
| Whether Clause 2A shall be applicable | : | <b>No</b> |
|---------------------------------------|---|-----------|

|  |   |                      |
|--|---|----------------------|
| <b>Clause 5:</b>   |   |                      |
| Number of days from the date of issue of letter of award for reckoning date of start | : | <b>10 [ten] days</b> |

**Milestone(s) as per table given below:-**

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

|  |   |  |
|--|---|--|
| Time allowed for execution of work   | : | <b>TWO AND HALF MONTHS</b>                                 |
| Authority to decide/approve Extension of time  | : | <b>Vice-Chancellor, IGNOU</b>                              |
| Rescheduling of mile stones  | : | NOT APPLICABLE   |
| <b>Clause Applicable 6 or 6A:</b>  | : | Clause 6 A   |
| <b>Clause 7:</b>   |   |  |
| Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment | : | Not Applicable   |
| <b>Clause 10 A:</b>  |   |  |
| List of testing equipment to be provided by the contractor at site lab   | : | As desired by the Engineer-in-charge relating to the work. |
| <b>Clause 10B(ii):</b>   |   |  |
| Whether Clause 10 B (ii) shall be applicable   | : | No   |
| <b>Clause 10C:</b>   |   |  |
| Component of labour expressed as % of value of work.   | : | <b>30%</b>   |
|  |   |  |

**Clause 10CA:**

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

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

**Clause 10CC**

**:-**

**NOT APPLICABLE**

**Clause 11:-**

|   |   |  |
|---|---|--|
| Specifications to be followed for execution of work | : | <b>CPWD General specifications for Electrical &amp; work Part-I (Internal) Part-II (External), &amp; Air-conditioning, Part-VII, Statutory Labour Regulations, amended up-to-date i/c scope of work and special terms &amp; conditions of the NIT.</b> |
|---|---|--|

**Clause 12:-**

|  |   |               |
|--|---|---------------|
| Clause 12.2. & 12.3  |   |               |
| Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work   | : | <b>-N.A-</b>  |
| Clause 12.5  |   |               |
| Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work | : | <b>-N.A.-</b> |

**Clause 16:-**

|  |   |                                |
|--|---|--------------------------------|
| Competent Authority for deciding reduced rates | : | <b>Vice-Chancellor, IGNOU.</b> |
|--|---|--------------------------------|

### Clause 18

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

**As per site requirement for execution of work (Ladders required more than 10 ft. height for maintenance will be provided by the department).**

### Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

| S. No. | Minimum Qualification of Technical Representative | Discipline             | Designation (Principal Technical/ Technical Representative) | Minimum Experience (Years) | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) |              |
|--------|---|------------------------|---|----------------------------|--------|---|--------------|
|        |   |                        |   |                            |        | Figures   | Words        |
| 1.     | Graduate Engineer                                 | Mechanical /Electrical |   | Nil                        | 1      | Rs.10,000/-   | Ten Thousand |
| 2.     | or Diploma Engineer                               | -do-                   |   | 05 Yrs.                    | -do-   | -do-  | -do-         |

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

## Form of Earnest Money Deposit

### Bank Guarantee Bond

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

KNOW ALL PEOPLE by these presents that we .....(name of bank) having our registered office at ..... (hereinafter called "the Bank")are bound unto .....  
(Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of ..... 20... .  
THE CONDITIONS of this obligation are:

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

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

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

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of ONE YEAR from last date of receipt of tender.



## **COMMERCIAL AND ADDITIONAL CONDITIONS**

### **1 General**

- 1.1 The tenderer should in his own interest visit the site and get familiarized with the site conditions before tendering for the following work.

**Name of work & location:- "Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi".**

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

### **2 COMMERCIAL CONDITIONS**

#### **2.1 Type of contract**

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

#### **2.2 Submission of Tender:-**

Bidder shall submit the cost of tender documents, if any, e-tendering processing fee and earnest money, other documents, price bid in prescribed manner as indicated in "INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE"

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

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

### **3.0 Validity**

Tenders shall be valid for acceptance for a **period of 03 months from the date of opening of financial bid.**

#### **4.0 Completion period**

The completion period indicated in the tender documents is three months for the entire work of **"Servicing of 04 no. centrifugal and screw chillers, 300TR each "YORK" make meant for Academic Blocks installed in main AC plant near ESS-02 at IGNOU Campus, Maidan Garhi, New Delhi".**

### **5.0 SAFETY CODES AND LABOUR REGULATIONS**

- (i) In respect of all labour employed directly or indirectly on the work for the performance of the

contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for **penalty at the rate as deemed fit by the University**. In addition the University shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

- (ii) Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the contract period. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

**6.0** Unless otherwise specified, in the additional conditions of the contract, the payment shall be made as per the relevant clauses of form PWD 7/8 forming a part of the tender documents.

### **7.0 Security Deposit**

Security deposit shall be deducted from each running bill and the final bill to be the extent of 10 % of the gross amount payable. However the maximum amount of security deposit will be 5 % of the tendered value. The earnest money deposited shall be adjusted against this security deposit. **The security deposit may be released after 06 months of the date of recording completion certificate provided there is no labour issues are pending. Bank guarantee will not be accepted as security deposit.**

### **8.0 Performance Guarantee**

The successful tenderer shall submit an irrevocable performance guarantee of 5 percent of the tendered amount in addition to other deposits mentioned elsewhere in the contract in the contract for his proper performance of the contract agreement within 15 days of issued of letter of acceptance of tender. This guarantee shall be in the form of Demand draft/ Pay order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit pledged in favour of IGNOU, New Delhi or as specified in the letter of acceptance of tender. **The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 Days beyond.** This bank guarantee shall be kept valid till the recoding of completion certificate for the work by the competent authority.

### **9.0 Rates**

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

**9.2** Service tax is reimbursable subject to submission of proof of paid challan for the subject work.

### **10.0 COMPLETION PERIOD**

The completion period of **TWO AND HALF MONTHS** indicated in the tender documents is for the entire work up-to the satisfaction of the Engineer-in-charge.

**11.0 Mobilization Advance:**

11.1 No mobilization advance shall be paid for this work.

**12.0 CLEAN UP WORKS AT SITE**

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

**13.0 INDEMNITY**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of operation and maintenance under the supervision of the successful tenderer in so far as the latter is responsible. No extra payment would be made to the successful tenderer on account of the above.

### **SPECIAL TERMS AND CONDITIONS**

1. The work shall be carried out as per CPWD General Specifications for Electrical & Air-conditioning Works, amended up-to date and shall comply with the Indian Electricity Rules/ Acts, BIS code of practice etc. as applicable in force amended up-to date. In the event of any dispute the followings shall order of priority to decide the issue.
  - a. Nomenclature of item read with special conditions of the contract and general specifications.
  - b. CPWD specifications.
  - c. ISI specifications
  - d. Instructions of Engineer In Charge.
2. Before quoting, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions with regard to accessibility of site required for the satisfactory execution of work and no claim whatsoever shall be entertained by the department on this account beyond quoted rates.
3. If any damage or loss noticed during execution of work by the contractor to the equipments, buildings or any other parts or accessories of the system etc., the contractor shall be solely responsible and he has to rectify and replace the damaged or loss at his risk & cost failing which department will get it done at contractor's risk & cost. Decision of Engineer-in-charge in this regard is full & final.
4. The agency will be responsible for the safety of his staff during the execution of work at site.
5. The rates quoted by the agency shall be inclusive of all taxes and duties, cartage, insurance, loading, unloading etc., **service tax component will reimburse subject to submit proof of paid challan to the department with respect to cited subject work.**
6. The contract can be terminated by the University at any time without assigning any reasons.
7. T&P shall be arranged by the contractor for execution of work. All safety majors shall be adopted by the contractor for his deployed staff at site for execution of work. If any mishap/accident occur than the contractor will be responsible for the same.
8. Water & Electricity shall be provided by the department free of cost for carrying out the work for bonafide use.
9. Sub-standard work and material are not acceptable. Bad workmanship whenever noticed and conveyed to the contractor, verbal or expressed, shall be rectified by the agency at his own cost and to the satisfaction of the Engineer-in-charge.
10. **The agency has to provide the proof towards purchase of the items along with Job reports for execution of work at site from the manufacturer.**

11. The contractor has to provide as a proof from where the material purchased along with the bill for payment. If any material found defective or not in order the same has to be replaced by the agency without any extra claim and within in the warranty period as given by the respective manufacturers.
12. All the items has to be supplied and executed by the agency as per makes/models mentioned in the tender.
13. No sub-standard work will be accepted in any case and no payment will be made for the sub-standard work.
14. The removed dismantled/defective items have to be handed over to the department by the agency.
15. Statutory deductions will be made by the department while releasing payment to the contractor as applicable time to time.
16. No custom duty exempted certificate will be provided by the department for any material imported by the contractor for the execution.
17. The watch and ward of materials shall be the responsibility of the contractor till these are handed over back to the department after repairing & functional.

**(U. P. Sharma)**  
**Executive Engineer (E)**