



TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF PASSENGER LIFT**

at

**C-5/30, SAFDARJUNG DEVELOPMENT
AREA, NEW DELHI-110016.**

Tender No. IIBF/LIFT/NIT-04/ 22-23

OFFICE INVITING BID

INDIAN INSTITUTE OF BANKING AND FINANCE

Zonal Head

Indian Institute of Banking & Finance
Professional Development Centre – NZ
C-5/30, Safdarjung Development
Area, New Delhi- 110016

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TENDER NOTICE

Tender No. IIBF/LIFT/NIT-04/ 22-23

Indian Institute of Banking & Finance invites bids under Single bid systems on item rate basis from eligible contractors / Agencies for the work mentioned below, meeting following **Eligibility Criteria**;

Bidder should be OEM or the authorized agent of the OEM of Lifts, the bidder should have minimum 5 years' experience in the business of supply installation and commissioning of the Lifts to Govt. organizations/PSUs. Bidder should also have shown net profit during last three Financial years and should have a turnover of more than one crore during last three years. The bids of those bidders who do not meet the above parameters will not be considered.

1.	Name of Work	:	"Supply, Installation, testing and commissioning of passenger lift at C-5/30, Safdarjung Development Area, New Delhi-110016.
2.	Estimated Cost	:	Rs. 30,00,000/- Rupees Thirty Lakh Only)
3.	Earnest Money Deposit (1% of Estimated cost)	:	Rs. 30,000/- Rupees Thirty Thousand Only by crossed Bank Draft / Banker's Cheque drawn in favour of Indian Institute of Banking & Finance payable at New Delhi. (To be enclosed in sealed envelope as a part of Technical Bid).
4.	Initial Security Deposit	:	2% of the accepted value of the tender including EMD.
5.	Participation Fees	:	A non-refundable amount of Rs. 1000/- (Rupees One Thousand only) in the form of DD / Banker's Cheque in favour of Indian Institute of Banking & Finance Payable at New Delhi
6.	Issue of Tender documents	:	From 10.02.2023 to 04.03.2023 Tender to be downloaded from the website www.iibf.org.in . No hard copy shall be issued.
7.	Dates for Site Inspection	:	17/02/2023@ 11.00 am to 4.00 pm
8.	Pre Bid Meeting	:	24.02.2023@ 11.00 AM at Indian Institute of Banking & Finance, Professional Development Centre - NZ, C-5/30, Safdarjung Development Area, New Delhi-110016.
9.	Last date and time of receipt of Tenders	:	04/03/2023 up to 3.00 PM
10.	Address at which the Tenders are to be submitted	:	Zonal Head, Indian Institute of Banking & Finance, Professional Development Centre - NZ, C-5/30, Safdarjung Development Area, New Delhi-110016.
11.	Date and time of opening of Tenders (Technical Bid only)	:	04/03/2023 at 3.30 PM
12.	Place of opening Tenders	:	Indian Institute of Banking & Finance, Professional Development Centre - NZ, C-5/30, Safdarjung Development Area, New Delhi-110016.
13.	Defects Liability Period	:	12 months from the date of handing over of the project to the satisfaction of IIBF
14.	Validity of Offer	:	120 days from the date of opening the Tenders.
15.	Liquidated Damages	:	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.

LETTER OF ACCEPTANCE FOR SUBMISSION OF TENDER

From,

To:

The Zonal Head,
Indian Institute of Banking & Finance,
Professional Development Centre - NZ,
C-5/30, Safdarjung Development Area,
New Delhi-110016.

Sub: -SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFT AT C-5/30, SAFDARJUNG DEVELOPMENT AREA, NEW DELHI-110016.

Dear Sir,

Having examined the tender document contained hereto relating to the Lift work of Institute's office premises comprising of the Tender Notice, General and Special Conditions of Contract, Specifications, Schedule of Quantities etc., having understood the provisions and requirements relating to the project, having conducted a thorough study of the job, location of site, availability of power supplies, transportation and communication facilities, availability and accessibility of materials, and all other factors governing the project, we hereby submit our offer for the execution of the proposed work in accordance with the terms and conditions and within the time period specified in the time schedule, specifications, designs, drawings as specified in tender document at the rates (all inclusive) quoted by me / us in the accompanying BOQ of Financial BID.

I / We undertake to do all extra works which may be assigned to us as a part of this contract, at the rates quoted in the tender document. If after the tender document is accepted, I / We fail to commence the execution of the works within 10 days, we agree that the IIBF shall have full authority to forfeit the earnest money deposited and award the contract to any other contractor they deem fit.

General description of work	Tender for Supply, Installation, testing and commissioning of passenger lift at C-5/30, Safdarjung Development Area, New Delhi-110016.
EMD	EMD shall be Rs.30,000 payable in form of Demand Draft / Pay Order favoring Indian Institute of Banking & Finance, payable at New Delhi.
Initial security deposit	The amount of ISD shall be 2% of the accepted value of the tender including EMD. payable in form of Demand Draft / Pay Order favoring Indian Institute of Banking & Finance, payable at New Delhi Or Bank Guarantee from scheduled bank in favor of IIBF
Date of commencement	Within 7 th Calendar day from the date of Issue of work order
Time for completion of work	As per time schedule given in tender document i.e. 4 months.
Retention money to be deducted from the bills	8% of the certified gross value of each running bill, till accumulating total security deposit including ISD
Total Security Deposit / Retention Money	5% of Contract amount
Defect Liability Period	365 days (twelve months) from the date of virtual completion of the work.
Period of Final Measurement	15 Days

Liquidated damages	At the rate of 0.5% of the Contract Value per week which subject to a maximum of 5% of the accepted Contract Value.
Value of works for Interim Certificates	Value not less than Rs.5 Lakh (Five Lakh only) or as decided by the IIBF
Payment of security deposit after virtual completion	50% of total security deposit will be returned after (i) issue of virtual completion certificate by the project architect. (ii) contractor's removal of his material, equipment's, cleaning of site and against Bank Guarantee. Balance 50% of retention money shall be released 14 days after satisfactory completion of defect liability period
Period for honoring interim certificate.	An adhoc payment of 75% of the value of work done as assessed by the Architect / PMC/ IIBF shall be released within 20 working days by the Employer, after certification by the Architect / PMC/ IIBF who will certify within 7 working days of submission of Bill including furnishing of all relevant documents. Balance amount shall be certified by the Architect / PMC/ IIBF within 10 working days of submission of bill and payment shall be released by the Employer within 20 working days of certificate receipt.
Recovery towards taxes.	As per rules applicable from time to time.

Should this tender be accepted, I / We hereby agree to abide by and fulfill all terms and conditions referred above / in the tender and in default thereof, to forfeit and pay to the Indian Institute of Banking & Finance such sums of money as are stipulated in the conditions contained in the tender document.

I / We agree to abide by this tender for a period of 120 days from the date of opening of the financial bid. I / we also agree to pay the ISD as specified in the Tender.

If I / We fail to commence the work as specified in the memorandum above or if I / We fail to deposit the amount of initial security deposit specified in the memorandum I / We agree that the said the Indian Institute of Banking & Finance, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest money in full.

The said Indian Institute of Banking & Finance shall also be at liberty to cancel the Work Order of tender if I / We fail to execute an agreement or to start the work as stipulated in the tender documents or fail to deposit the amount of initial security deposit as specified in the memorandum.

I / We agree that the Indian Institute of Banking & Finance reserves the right to accept the tender in whole or in part or split the works under separate contracts or accept or reject any or all the tenders without assigning any reason whatsoever thereof.

I / We are aware that the quantities mentioned in the tenders are indicative and the same can be increased or decreased depending on the requirement of the Institute and as per the site conditions. I / we will not seek compensation for the same and execute the additional quantities at the tender rates.

The names of the partner of the firm or the person authorized to sign the contract having power of attorney to sign are, ----- (Certified copy of the power of attorney is enclosed hereto).

Yours Faithfully

Signature of the tenderer with seal

Place
Date

Witness –Signature :
Name in Block letters:

Address:
Occupation:

ARTICLES OF AGREEMENT

(On stamp paper of Rs.100/-)

ARTICLE OF AGREEMENT made thisday of -----Two Thousand Twenty BETWEEN the Indian Institute of Banking & Finance, a company registered under section 8of Companies act 2013 having its Corporate Office at 2nd Floor , Tower 1 , Kohinoor City , Commercial II, Kurla West, Mumbai - 400 070 and Zonal Offices called as Professional Development Center across the country and amongst others, one such Zonal office is Northern Zonal Office located at C-5/30, Safdarjung Development Area , New Delhi-110016 hereinafter called "Employer" (which expression shall mean and include its successors and assigns wherever the context or meaning shall so require or permit, of the one part

AND

..... having their office at , hereinafter called the "Contractor" (which expression shall mean and include its successors and assigns wherever the context or meaning shall so require or permit) of the other part.

WHEREAS the Employer is desirous of carryout Lift Work of Institute's Office Premises at its new office premises located at C-5/30, Safdarjung Development Area, New Delhi-110016.

The said new office premises would become habitable and operational, in due course, on accomplishment of the afore named work.

Whereas the Employer has appointed as the Project Architect who have prepared and provided drawings, specifications and the bill of quantities and are duly accepted and consented and would be acted upon while carrying out lift Work at the new office premises located at C-5/30, Safdarjung Development Area, New Delhi-110016, and the parties hereto in token thereof affixed the irrespective signatures.

AND WHEREAS the Employer has appointed, as Project Management Consultant (hereinafter referred to as PMC) who shall oversee and ensure that the work is carried out as per drawings, specifications, measurements and in accordance with General and Special terms and conditions of the Contract, annexed hereto.

AND WHEREAS the Contractor has agreed to execute the aforesaid Lift Work at Employer's new premises at C-5/30, Safdarjung Development Area, New Delhi 110016 on the basis of terms and conditions which have been bifurcated as General Conditions of contract and Special Conditions of the Contract set forth herein and in the Bill of Quantities and conditions of contract (all of which are collectively hereinafter referred to as "The said terms & conditions"), as per the drawings, specifications and the bill of quantities and/or described in the said specifications and included in the said bill of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the said "contract value"). The said terms and conditions shall be read as part of this Agreement and are annexed hereto.

As per the work order issued by the Employer vide letter No.....dated.....,the contract value is Rs.....(Rupees.....) (Herein after referred to as the said contract value.)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Value to be paid at the times and in the manner set forth in the said terms & conditions; the contractor shall upon and subject to the said terms & conditions execute and complete the works shown upon the said drawings and approved plans strictly in accordance with the specifications and priced schedule of quantities and other contract documents.
2. The Employer shall pay the contractor the said contract value or such other sum as shall become payable at times and in the manner specified in the said terms & conditions.

3. The said terms & conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by them to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
4. The contractor shall afford every reasonable facility for the carrying out of all works in the manner laid down in the said terms and conditions, and shall make good any damages done to walls, floors, etc. or in any other manner after the completion of such works.
6. That the Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within 7 (seven) calendar days from the date of work order and to complete the entire work within **4Months** nevertheless the provision for extension of time as may be agreed to by the Employer in accordance with terms and conditions.
8. The contract herein contained shall include not only the work mentioned above but all subsidiary works connected therewith at and within the same site as may be ordered to be done from time to time by the said project Architect/Employer/PMC for the time being, even if such work may not be shown on the said drawings or described in the said specifications and priced bid.
10. All payments by the Employer under this contract will be made only by NEFT/RTGS/ Net banking.
11. All disputes arising out of or in any connection with this agreement shall be deemed to have arisen at New Delhi and only court in New Delhi shall have jurisdiction to determine the same. However, the parties hereto agree that dispute/s, if any, shall preferably be resolved through arbitration as per the terms and conditions (clause 48 of the conditions) and if need be an arbitrator shall be appointed as per the said terms and conditions. The entire proceedings of arbitration shall be as per the provisions of Arbitration and Conciliation Act,1996.
12. That all the parts, as per schedule of documents & definitions, of this Contract have been read by the Contractor and fully understood by the Contractor and shall be treated as part and parcel of this Agreement and are annexed hereto.
13. That the Employer has appointedas Project Management Consultant who shall oversee and ensure that the work is carried out as per drawings, specifications, measurements and in accordance with General and Special terms and conditions of the Contract, annexed hereto.
14. This contract shall be signed in duplicate, the First copy/original whereof shall be kept in the custody of the Employer, the second copy shall be with the contractor. However, an authentic copy thereof shall be provided to the Project Architect and PMC respectively for their reference, record and for carrying and compliance of their functions.

IN WITNESS WHEREOF THE Employer through its authorized officials and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written. (If the contractor is a partnership or an individual).

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal of to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written (If the Contractor is a company).

Signature Clause

SIGNED AND DELIVERED by the Indian Institute of Banking & Finance by the hand of

Shri _____

(Name and Designation)

_____ in

the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

SIGNED AND DELIVERED BY

in the presence of

(1) _____

Address _____

(2) _____

Address _____

Witness

THE COMMON SEAL OF _____

Was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of

(1) _____

(2) _____

Directors who have signed these presences in token thereof in the presence of

(1) _____

(2) _____

If the party is a partnership firm should be signed by all or an authorized person on behalf of all partners.

If the contractor signs under its common seal the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED by the contractor by the hand of Shri

And duly constituted attorney

If the Contractor is signing by the hand of power of attorney whether a company or individual.

INSTRUCTION FOR SUBMISSION OF BID

1. All covering letters and information to be included in the bid shall be submitted along with the bid itself.
2. Tender should be submitted in two covers viz. separate sealed Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be placed in an envelope duly super scribing clearly the name of the work "**BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFTS AT IIBF C-5/30, SAFDARJUNG DEVELOPMENT AREA, NEW DELHI-110016.**" The full name, postal address and email id the Bidder shall be written on the bottom left hand corner of the sealed envelope. Further envelope containing each part shall be superscripted as under:
 3. The first cover/envelope containing Part-1 shall be submitted along with the following documents and the cover should be super scribed with "**ENVELOPE-1 : TECHNICAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LIFTS AT IIBF C-5/30, SAFDARJUNG DEVELOPMENT AREA, NEW DELHI-110016.**"
 - a) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b) Earnest Money Deposit (Demand Draft)
 - c) Memorandum of Association & Article of Association/Partnership deeds, as applicable.
 - d) Copy of document in proof of registration as a manufacturer of the lift in Class- 'A' with CPWD. Description of the bidders works experience of similar nature during last seven years along with documentary proof (ending March, 2022).
 - e) Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last 3 financial years.
 - f) Bidder shall furnish list of the supervisory persons and other technical persons he wish to deploy in this job along with their experience details.
 - g) Letter of Authority for signing and negotiation of bid.
 - h) Document in the respect of PAN, GST VAT number/registration.
 - i) Solvency certificate for Rs. 50 lacs from any nationalized /scheduled bank.
 - j) Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
 - k) Receipted copy of Return of Employees Provident Fund (EPF), ESI for last three years.
 - l) Any additional relevant information to be furnished by the bidder.

The Second cover containing Part-2 shall be submitted along with the following documents and the cover should be super scribed with "**ENVELOPE-2 : PRICE BIDFOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PASSENGER LIFTS AT IIBF C-5/30, SAFDARJUNG DEVELOPMENT AREA, NEW DELHI-110016.**"

- a) Schedule of prices duly filled in.

It may please be noted that: -

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
- (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened in the presence of bidders or

their authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately.

4. Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in "INSTRUCTION TO BIDDERS" being a part of this tender document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in part – I of the tender. IIBF reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
5. IIBF reserves the right to reject any or all bids without assigning any reasons.
6. Bids received late at IIBF 's office after the stipulated last date and time for receipt of bids due to any reason whatsoever, will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons:
 - (a) Bids submitted after the due date and time.
 - (b) Bids submitted without Earnest money,
 - (c) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
 - (d) Bids submitted without documents to establish the eligibility criteria.
 - (e) Bids submitted without photocopies of the receipted copies of GST, IT and PF Returns from the respective Competent Authority.
 - (f) Qualified Price Bid.
 - (g) Any other reason as applicable.
7. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.
8. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body / Major Ports in course of last 5 years. Bids of such black listed firms will not be considered by the Authority. The intending tenderers must have positive net worth as on 31.03.2022 This fact should be certified by a Chartered Accountant. The tenderer must also submit banker's certificate along with the offer regarding the financial credibility/solvency of the firm.
10. Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders' organization as following:
 - (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
 - (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
 - (e) Two or more firms interested in work may also submit joint bid. In such case, all the firms have to submit a memorandum of understanding along with the joint bid. In that case, the lead partner will sign all tender documents. The sponsoring firm/lead partner shall submit complete information pertaining to

each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firm in the firm in the Tender shall be furnished along with the Tender.

11. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
12. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
13. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
14. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material / equipment" etc. is liable to be rejected.
15. IIBF shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IIBF decides to award the work to the Bidder.
16. The EMD shall be retained with the IIBF until finalization of tenders. If any statements documents/information submitted by tenderer is found false/incorrect, willful misrepresented or omission of facts or fake/forged documents, the EMD shall be forfeited.
17. IIBF shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
18. The EMD shall be retained with the IIBF until finalization of tenders. Further, security deposit as per the clause of Security shall be payable by the successful bidder. If the tenderer fails to furnish the security deposit or performance guarantee in accordance with tender conditions, EMD shall be forfeited. In the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the Security deposit.
19. IIBF shall, however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. No interest shall be payable on EMD by IIBF.

DEFINITIONS

1. Definition and Interpretation: -

In construing these conditions, the Specifications, Bill of quantities and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

1. **The Institute:** - The Term Institute shall mean Indian Institute of Banking & Finance, a company registered under section 26 of Companies act 1913 (now section 80 of Companies act **2013**) having its Corporate Office at 2nd Floor, Tower 1, Kohinoor City, Commercial II, Kurla West Mumbai - 400 070 and Northern Zone Professional, Development Centre at C-5/30, Safdarjung Development Area, New Delhi- 110 016 the employer or their authorized representative to act on their behalf.
2. The contract means the documents forming the tender and acceptance thereof and the format agreement executed between the Competent Authority on behalf of the Zonal

~~Head~~ Indian Institute of Banking and Finance and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the IIBF and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- 3.** In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
- i) The expression work or works shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - ii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iii) The 'Employer' means the Indian Institute of Banking and Finance and its authorized officer.
 - iv) The 'Engineer/ Engineer-in-charge' means the Architect / PMC/ IIBF's Engineer appointed by the Employer for the supervision of the work.
 - v) 'Engineer-in-charge representative' shall mean any officer of the Authority nominated by the IIBF to work on his behalf for supervision, checking, taking measurement, checking bills ensuring quality control, inspecting works, issue instructions and other related works for completion of the project.
 - vi) 'IIBF /Authority/Department/Owner' shall mean the Indian Institute of Banking and Finance which invites tenders on behalf of the Zonal Head, IIBF.
 - vii) The 'Site' shall mean premises no. C-5/30, Safdarjung Development Area, New Delhi on which the works are to be executed under this contract.
 - viii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - ix) The term 'Week' shall mean seven consecutive calendar days.
 - x) The term 'Month' shall mean the English calendar month.
 - (xi) Excepted Risk are risks due to riots (other than those on account of contractors employees) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Govt. damages, acts of God, such as earthquake, lightning and unprecedented flood, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Govt. of the part the works in respect of which a certificate of completion has been issued or a cause solely due to Govt., faulty design of works.
 - (xii) Market rate shall be as decided by the Architect / PMC/ IIBF on the basis of the cost of materials and labour at the site where the work is to be executed plus and percentage mentioned in tender to cover all overheads and profits.
 - (xiii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the Govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
 - (xiv) District specifications mean specifications followed by the State Government in the area where the work is to be executed.
 - (xv) Tendered value means the value of the entire work as stipulated in the letter of award.

To be signed by the bidders' and same signatory competent/authorised to sign the relevant contract on behalf of IIBF .

INTEGRITY AGREEMENT

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

BETWEEN

Indian Institute of Banking and Finance(IIBF)represented through its authorized official, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/Firm/Company) through
..... (Hereinafter referred to as the Details of duly
authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender [NIT No. **IIBF/LIFT/NIT-04/ 22-23** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply, installation, testing and commissioning of passenger lifts at IIBF C-5/30, Safdarjung Development Area, New Delhi-110016." 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:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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 IIBF 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) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates 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 practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

- a) 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.
- b) 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.
- c) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters 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 intensions.
- 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:
Date:

GENERAL CONDITIONS OF CONTRACT

1. All supplies proposed to be obtained on contract are as notified in Notice Inviting Tender published in newspapers and on the website of IIBF

This form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills, copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in-charge. These documents shall also be open for inspection by the contractor at the office of the Indian Institute of Banking and Finance during office hours.

2. In the event of the tender being submitted by a firm, it must be signed on its behalf by a person holding a valid power of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be acknowledged and signed in the name of firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the supplied form stating at what rate he is willing to undertake each item of the work. Tenderers who propose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection.
5. The IIBF or its duly authorized representative will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the respective bidder.
6. The officer inviting tenders shall have the right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender.
7. The person/persons, whose tender may be accepted (herein after called the contractor), shall permit IIBF at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount to 10% of the total cost of the work. Such deduction to be held by way of security deposit provided always that the IIBF for this purpose should be entitled to recover the amount from each running bill unit the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit. In case security deposit is reduced by reasons of any deductions or sale as aforesaid the contractor shall within 10 days make good in cash or demand draft in favour of the Indian Institute of Banking and Finance. The security deposit shall be collected from the running bills of that contractor at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit. No interest shall be payable on security deposit or Earnest Money Deposit.

8. The Security Deposit of Contractor shall not be refunded before the expiry of the three months after completion of the work.

CLAUSES:

1. The contractor shall complete his work under this contract on or-before Three months' time as mentioned in the tender failing which he shall be subject to pay or allow deduction of one percent on the total amount of the contract for every of delay subject to a total deduction of 10% of the tender value/agreement amount or the value of final bill whichever is more as liquidated damages to the IIBF.
2. In every case in which the payment or allowance mentioned in clause 1 shall have incurred for ten consecutive days, the Engineer-in-charge shall have the power to annual the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that may incur in any case.
3. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the contractor shall not claim exempted from the fine leviabale under Clause 2. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
4. The contractor shall inform the Engineer-in-charge of his intention of making delivery of materials and on the materials being approved the Engineer-in-charge or his authorized representative shall grant a receipt to him no material will be considered as delivered until so approved.
5. On the completion of the delivery of material the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as be pointed out to him.
6. If at any time after the commencement of the supplies the IIBF shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be supplied, the Engineer-in-charge shall in addition to his power to annual the contract in case of default on the part of the contractor, have power to terminate all liability of the IIBF there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:
 - (a) The Engineer-in-charge shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
 - (b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of het full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.

7. No payment should be made for a work estimated to cost rupees five thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand and contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the contractor.
8. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be name by the Engineer-in-charge that office may have such rejected materials removed at the contractors risk and the expenses incurred being liable to deducted from any sums due or which may become due to the contractor:
 - (a) Contractor/supplier hereby declares that the goods, stores, articles sold or to be sold to the IIBF under this Contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the tender document and the contractor/seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/article to the **employer** and that notwithstanding the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be conforming to the description and quality/aforesaid or to have deteriorated (and the decision of the Engineer-in-charge will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality). On such rejection the goods/articles stores will be at the contractor's risk and the provisions contained in the tender document shall mutatis mutandis apply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the IIBF such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the IIBF /Govt. in that behalf under this contract or otherwise.
10. if the contractor or his work people or servants shall break, deface injure or destroy buildings, road, fence, enclosure, water pipes, cabbies, drains, electric or telephones posts or wires, trees, grass or grass land or any other property belonging to IIBF or any other contractor working in the same premises where the materials are being supplied, he shall make good the same at his own expenses and in the event or his refusing of failing to do so the damage shall be made good as required at his expenses by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.
11. The contractor shall supply at his own expenses all tools, plant and equipment's required for the due fulfillment of this contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the meantime remove for use by the Engineer-in-charge.

13. No material shall be brought to site or delivery given on Sundays or holidays without the written permission of the Engineer-in-charge. Normally all material shall be delivered during office hours and with prior information to the Engineer-in-charge.
14. This contract shall not be sublet without the written permission of the **employer**. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss.
 - (a) Employer shall have power to make any alteration, omissions, additions or substitutions in the original specifications, drawings, designs, and instructions that may appear to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any such instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract, and altered, additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respects for which he agreed to do the main work, and at the same rates, as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantities and the certificate of Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which the rate is specified on this contract then such class of materials shall be supplied at the rates entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and if such class of materials are not entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed then the contractor, shall within seven days of the date of his receipt of the order to supply the materials, inform the Engineer-in-charge of the rate which he intends to charge for such class of materials and if the Engineer-in-charge does not agree to his rate he shall give notice in writing and be at liberty to cancel this supply, such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereof the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge. In the event of any disputes the decision of the IIBF shall be final and binding to all.
16. In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for the safety provision as per CPWD safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and

provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

17. Settlement of Disputes and Differences

- a) The Contractor shall try to settle all matters pertaining to this contract first with the Architect / PMC/ IIBF representative. The decision of the Architect / PMC/ IIBF representative may be in the form of a certificate, instruction or otherwise. The decision, opinion, direction, certificate for payment with respect to all or any of the matters related to removal of improper work, virtual completion, defect liability period the Architect / PMC/ IIBF representative shall be final and conclusive and binding on the Contractor and Employer and shall be without appeal.
 - b) All other disputes and differences of any kind whatsoever between the Contractor and the Architect / PMC/ IIBF representative arising out of or in connection with the contract or carrying out the works (whether during progress of work or within defects liability period and whether before or within 365 days of determination / abandonment / breach of the contract) shall then be referred by the Contractor to the Employer giving inter-alia full details of matter under dispute and the reasons thereof. The Employer shall within a period of 60 days from the receipt of such reference from the contractor, give his decision in writing. If the Contractor is dissatisfied with the decision of the Employer, he can refer the matter for arbitration by serving a written notice on the Employer, through the Architect / PMC/ IIBF representative within a period of 28 days of such decision. The notice shall specify the matters with full details and amount, which are in dispute and referred for arbitration.
18. Subject to as aforesaid the provisions of the **Arbitration Act, 1996** or any statutory modification or re-effacement thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.
19. It is term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

- 19(a) The arbitrator/s shall make such inquiries and shall call upon such evidences as he may deem fit.
 - 19(b) The arbitrator/s may call upon the parties for their personal appearance before him on the date fixed by him at the specified time and place.
 - 19(c) That in case of non-appearance of either of the parties the arbitrator/s shall proceed ex-parte.
 - 19(d) The decision of the arbitrator/s shall be binding on the parties, their legal representatives, successor and heirs.
 - 19(e) The cost of the reference shall be on the sole discretion of the arbitrator/s.
20. On the breach of any terms or conditions of this contract by the contractor, the said owner/ IIBF shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to release and retain the same as damages and compensation for the said breach but without prejudice to right of

the said owner/IIBF to recover any further sums as damage from any sums due or which may become due to the contractor by IIBF or otherwise howsoever.

21. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Engineer-in-charge on behalf of IIBF shall have the option of terminating the contract without compensation of the contractor.
- 22.(1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract, IIBF shall be entitled to recover such sum by appropriating in part or whole security deposit of the contractor and to sell any of his equipment etc. In event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with the IIBF Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to IIBF on demand the balance remaining due.
- 22.(2) IIBF shall have the right to cause an audit the technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for **IIBF** to recover the same from him in the manner described in sum clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IIBF to the contractor.

SPECIAL CONDITION

1.0 Terms of Payment

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

- 1.1 50% after initial inspection and delivery at site in good condition of pro-rata basis.
- 1.2 20% after completion of installation in all respect.
- 1.3 Balance 20% will be paid after testing, commissioning trial run & handing over to the department for beneficial use.
- 1.4 Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 10% of the gross amount payable subject to maximum limit of 5% of the tendered value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.

2. Rates:

- 2.1 The rates quoted by the tenderer, shall be firm and inclusive of all taxes (excluding GST), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities /obligations and clearance from local authorities. However, the fee for inspections shall be borne by the department.

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

3.0 Completeness of tender:

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

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

4.0 Storage and custody of materials:

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

5.0 Care of the Building:

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

6.0 Completion of period

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

7.0 Performance Guarantee:

7.1 The tenderer shall guarantee among other things, the following

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

7.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities

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

8.0 Guarantee

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

9.0 Power Supply

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply shall be provided by IIBF for installation purpose free of charge.

10.0 Water Supply

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

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

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

12.2 After Award of work

(i) The successful tenderer would be required to submit the following drawings within a month of award of work for approval before commencement of installation.

(a) All general arrangement drawings.

(b) Details of foundations for the equipment, load, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift pits reaction on support points in machine room, lift well etc.

(c) Complete layout dimensions for every unit/group of units with dimensions required for erection purposes.

(d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

13.0 The successful tenderer should furnish well in advance three copies each of detailed instructions and manuals of manufactures for all items of equipment's regarding installation, adjustments operation and maintenance i/e preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

14.0 Extent of work

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

14.2 Minor building works necessary for installing of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.

14.3 Maintenance (Routine & Preventive) for one year from date of completion and handing over.

14.4 The work is a turnkey project. Any item required for completion of the project but left inadvertently shall be executed with in the quoted rates.

15.0 **Inspection and testing:**

15.1 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.

15.2 After completion of the work in all respect the contractor shall offer the installation for testing and operation.

16.0 **Validity**

Tenders shall be valid for acceptance for a period 120 days from the date of opening of price bid.

17.0 **Compliance with regulations and Indian standards**

17.1 All works shall be carried out **by the tenderer at their cost**, in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Act 1910 and Rules **1956** as amended up-to-date.
- (iii) IS & BS Standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies like CEA, NDMC etc.

17.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

17.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.50/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

18.0 **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 department shall not be responsible for any accident or damage incurred or claims arising therefrom during the period of erection, construction and putting into

operation the equipment's and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

19.0 Erection Tools

No tools and tackles either for unloading or for shifting the equipment's for erections purposes would be made available by the employer. The successful tenderer shall make his own arrangement for all these facilities.

20.0 Cooperation with other agencies

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

21.0 Mobilization Advance

No mobilization advance shall be paid for this work.

22.0 Insurance and Storage

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

23.0 Verification of correctness of Equipment at Destination

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

24.0 Painting

This shall include cost of painting of entire exposed iron work complete in the installation.

All equipment's works shall be painted at the works before dispatch to the site.

25.0 Training

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

26.0 Maintenance

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

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

27.0 Interpreting Specifications

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

- i) Schedule of quantities
- ii) Technical specifications
- iii) Drawing (if any)

iv) General Specifications

v) Relevant IS or other international code in case IS code is not available.

TECHNICAL SPECIFICATION

1. The contractor shall supply and install lift as per specifications (Schedule of Requirement) placed in tender at Annexure - I.
2. The contractor should provide technical data for all items which are placed at Annexure - II along with tender documents.
3. The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators - 2003) as per relevant IS and as per directions of Engineer-in-charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with scheduled of quantities for the work.
4. The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.

SPECIFICATIONS (SCHEDULE OF REQUIREMENT)

GEARLESS & MACHINE ROOM LESS ELEVATOR

Elevator Specifications

Number of Persons	Lift No.-1 (adjacent to staircase) 6 persons and Lift No-2 as 8 persons
Rated Load	450 kg , 544 kg
Number of stops	5
Number of Access sides	1
Floor designations	-1, 0, 1, 2, 3
Drive System	Alternating Current Voltage Frequency (ACVF)
Type of controller	Full Collective control - Simplex
Speed of travel	1.0 m/s
Car Size	1100 mm (W) x 1300 mm (D) x 2139 mm (H)
Door Width	800 mm
Door Height	2000 mm
Power supply needed	415 V
Rated output motor	3.6 kw

Car Design

Car walls finish in Stainless Steel Linen
LED spot in ceiling
Car doors finish in Stainless Steel Linen 304
Car door in linen
Granite Flooring finish in Black Sea
Deco Ceiling finish in Stainless Steel Hairline
Full height mirror on rear car panel/ full height panel of mirror finish is also accepted

Car Operating Panel

Stylish, touch sensitive glass panel
Door open/close and alarm buttons
Visual call confirmation
Car Position Indicator
Pre-announcing arrows for collective controls
16 Segment display

Landing Doors

Fully Automatic Landing doors in Stainless steel Hairline/ Moonrock / Honeycomb finish

Door Opening Direction

Telescopic left

Standard Features

Close loop control system
Self-diagnostic control
2 Hours Fire rated landing doors
Overload detection
Automatic evacuation to nearest floor (ARD)
Light curtain on Car entrance
Alarm horn
Handrail in stainless steel finish on rear wall
Auto Fan Off
Auto Light Off

Other Selected Features

Intercom- 3Way
Fireman Control
FIGS120 (panels, buttons, button beeps and other fixtures can be of FIGS120 or equivalent make)

TECHNICAL DATA

The contractor must submit along with his tender the Technical Data for all item listed below in the format indicated. Failure to furnish complete Technical Data with tender may result in summary rejection of tender. The Contractor shall guarantee performance of each equipment as per technical data furnished.

Sl. No.	Short Description	Quoted Data
1)	Manufacturer	
2)	Lift Capacity (KG)	
3)	Quantity	
4)	Max. Passengers (No)/Load	
5)	Maximum Rise.	
6)	Nos. of floors served	
7)	Speed (m/s)	
8)	Driving mechanism.	
9)	Traction Motor	
	a) Type	
	b) Rating (HP)	
	c) Voltage (V)	
	d) Starting Current under full load	
	e) Running Current	
	f) Speed (R.P.M.)	
	g) Insulation Class	
	h) Max. starting torque (Kg.f.m.)	
	i) Temperature rise at full Load °C.	
10)	Roping	
	a) Number and Construction of ropes	
	b) Size	
	c) Roping ratio	
	d) Factor of safety	
	e) Material	
11)	Guide rail size	
12)	Stainless steel cars.	
	a) Construction details	
	b) Illumination	
	c) Dead weight of car (Kgs)	

- d) Dimensions
- e) Thickness of sheet steel for car
- f) Operating device in car doors.

13) Counter weight (Kg)

14) Governor trip (% rated speed)

15) Buffer type

16) Sheaves

17) Details of car lighting

18) Details of car ventilation

19) Pit depth from bottom landing as per drawing enclosed.

20) Clearance between Top landing and Top slab.

21) Machine Room dimensions and layout.

22) Enclosure and degree of protection for electrical equipment.

23) Cable size for power requirement

24) Make / Country of origin for V3F module.

25) Details of Maintenance set up at New Delhi.

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

S.No	NAME OF ORGANIZATION	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE and ACTUAL DATE OF COMPLETION (EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION, IF ANY

(On non- judicial, stamp paper of Rs 100/ -)

PERFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

B.G. No...

Value Rs.....

..

To,

The Indian Institute of Banking & Finance

Professional development center NZ, New Delhi.

Sub: - Bank Guarantee of Rs.....towards Security Deposit for the work of Indian Institute of Banking & Finance.

Dear Sir,

WHEREAS -----(Name and address of contractor / Vendor) (hereinafter called the Contractor) have entered into contract for **Supply, Installation, testing and commissioning of passenger lift at C-5/30, Safdarjung Development Area, New Delhi-110016.** with Indian Institute of Banking & Finance as mentioned in the letter of IIBF, vide their letter No.....dated.....and the correspondence and tender relating thereto which is hereinafter referred to as "the said contract" and that the contractor has agreed to produce of Bank Guarantee amounting to 5% of the contract value less Initial Security deposit of contract obligations.

AND WHEREAS in terms of the said contract, the contractor is required to furnish to Indian Institute of Banking & Finance a guarantee of a scheduled bank for a value of Rs.....to be valid upto --- -----(date)

AND WHEREAS -----(Name of Bank and its branch) having their office at----- (address) the guarantor, at the request of the contractor hereby furnishes a guarantee in favour of Indian Institute of Banking & Finance and guarantees in the manner hereinafter appearing.

In consideration of the premises, we -----(Name of bank and its branch) having our office at ----- (address) hereafter called the " Guarantor" (which expression shall include its successors and assigns) hereby expressly irrevocably and unreservedly undertake and guarantee that if the contractor fails to execute the work according to his obligations under the said contract, then notwithstanding any dispute between Indian Institute of Banking & Finance and the contractor the guarantee shall, without demur and without reference to the contractor, pay to Indian Institute of Banking & Finance immediately any sum claimed by Indian Institute of Banking & Finance under the said contract upto a maximum amount of Rs.....(Rupees only)

In case the amount demanded by Indian Institute of Banking & Finance is not paid within 48 hours of receipt of demand, the guarantor agrees to pay the aforesaid amount of Rs. ----- .

Such payment shall be notwithstanding any right the contractor may have directly against Indian Institute of Banking & Finance or any disputes raised by the Contractor with Indian Institute of Banking & Finance or any suits or proceedings pending in any competent court or before any arbitrator. Indian Institute of Banking & Finance written demand shall be conclusive evidence to the guarantor that such payment is payable under the terms of the contract and shall be binding in all respect on the guarantor.

The Guarantor shall not be discharged or released from this undertaking and guarantee, by any arrangement, variations made between Indian Institute of Banking & Finance and the contractor and or indulgence shown to the contractor by Indian Institute of Banking & Finance, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.

This guarantee shall remain valid upto ----- or as may be caused to be extended by the

contractor or until discharged by, Indian Institute of Banking & Finance in writing whichever is earlier.

This guarantee shall be a continuing guarantee and shall not be revocable during its Currency except with the previous written consent of Indian Institute of Banking & Finance.

This guarantee shall not be affected by any change in the constitution of the contractor by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

In order to give effect to this guarantee Indian Institute of Banking & Finance will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights or surety ship.

This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the amount by the guarantor to Indian Institute of Banking & Finance of the amount hereby secured.

This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to Indian Institute of Banking & Finance in respect of the said contract.

Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posed and a certificate signed by an officer of Indian Institute of Banking & Finance that the envelope was so posted shall be conclusive.

These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained herein before the liability of the guarantor under this guarantee is restricted to a sum of Rs.....

This guarantee will remain valid upto..... unless a demand or claim under this guarantee is made in writing on or before.....the guarantor shall be discharged from all liability under the guarantee thereafter.

Dated the.....

For (Name of Bank)

(Signature/s with designations/s of signatory / ies)

(Name and Stamp of Bank)

PERFORMANCE BANK GUARANTEE

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of guarantee]*¹ _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor

Name of Bank

Address

Date

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

BILL OF QUANTITIES

Name of work: - Supply, installation, testing and commissioning of passenger lifts at IIBF C-5/30, Safdarjung Development Area, New Delhi-110016.

Sl. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
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i) PASSENGER LIFTS

Design, manufacturing, testing at works, supply and delivery, receiving, unloading, storing, inspection, handling, assembling, installing in correct assigned position, effecting proper connections, testing and commissioning of following capacity passenger-lifts, having speed of 1.0 MPS 5 stops and 5 openings and total travel of 15 meters approximately simplex control complete in accordance with enclosed technical specifications and drawings as required with Mild Steel Car, SS Car Door & Hoist way Door

a)	Passenger Lift (8 Persons – 544 Kg.)	Set	01		
b)	Passenger Lift (6 Persons – 450 Kg.)	Set	01		

(To be confirmed by agency for the shaft size mentioned in specification)

Total

