

Press Notice for Website

NOTICE INVITING TENDER

F.No.GGSIPU/UWD/Elect/2016/3288-3289

Dated: 28/03/2016

The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders for the following work(s).

| S. No. | NIT No. | Name of work & Location | Estimated cost put to tender | Earnest money | Time of completion | Last date & Time | Time & date of submission & opening of tender |
|--------|-------------------------|--|------------------------------|---------------|--------------------|---------------------------|---|
| | | | | | | Issue of tender documents | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | 20/EE/UWD/Elect/2015-16 | Name of work:- ARMO at GGSIP University, Dwarka Campus, New Delhi SH:- Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room | Rs. 1,62,405/- | Rs. 3,248/- | 7 days | 06/04/2015 4:00 PM | 06/04/2015 upto 3:00PM 06/04/2015, 3:30PM |

The tender forms can be obtained from O/o Executive Engineer, UWD on payment of tender processing fee of Rs. 500/- in form of Demand Draft in favour of Registrar, GGSIPU. Tender can also be downloaded from website www.ipu.ac.in In case of downloaded tender, tender processing fee shall be paid alongwith the bid.

Earnest Money, Registration with DVAT, PAN CARD and tender cost in case of download documents should be deposited alongwith the tender documents in two separate envelopes, each marked "Eligibility documents" and "Tender documents" respectively. Earnest money shall be in shape of Fixed Deposit receipt of a Scheduled Bank or Demand Draft of a scheduled Bank issued in favour of Registrar, GGSIPU. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lacs, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee.

Both sealed envelopes (Eligibility documents and Tender documents) shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. The envelope marked "Tender documents" of only those bidders shall be opened whose "Eligibility documents", placed in other envelope are found to be in order.

**Executive Engineer
University Works Division**

Copy to:

- 1) JE(E-II), UWD, GGSIPU
- 2) Server In charge, GGSIPU – With a request to upload on website

**Executive Engineer
University Works Division**



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

Name of Work: ARMO GGSIP University, Dwarka
Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at
Seminar Halls C, D & E Block on
Projection Room

**Executive Engineer
University Works Division
Ground Floor, Library Block,
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110078
Contact : 25302291**

Document Fee : Rs 500.00 (Non-refundable)

Volume - I

General Conditions
Special Conditions
Particular Specification

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Name of Work: ARMO GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at Seminar Halls C,
D & E Block in Projection Room

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NOTICE INVITING TENDER

1. The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders from approved and eligible electrical contractors enlisted in the appropriate class in CPWD for the work of:-

Name of Work: ARMO GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

2. The work is estimated to cost **Rs. 1,62,405/-**. This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 8 . Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the EE/UWD between hours of 11:00 AM to 4:00 PM from **28/03/2015 to 04/04/2015** all working days except on Saturday, Sunday and Public Holidays. Tender is also available on website www.ipu.ac.in.
5. Desirous agencies may obtain tender document on request in writing from University Works Division, Ground Floor, Library Block, GGSIPU, Dwarka, New Delhi – 110078 on any working day between 1000 Hrs. (IST) to 1500 Hrs. (IST) up to **06/04/2015** on payment of non-refundable fee of **Rs.500/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi. Tenders can also be downloaded from the website www.ipu.ac.in. In case of downloaded tenders, demand draft of **Rs. 500/-** shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Registrar, GGSIPU payable at New Delhi.

Applications for issue of forms shall be received by **05/04/2015** (11:00 AM) and tender documents shall be issued by **05/04/2015** (4:00 PM).
6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs.3,248/- (Rupees Three Thousand Three Hundred Eighty Eight Only)** in the shape of fixed deposit receipt of a scheduled bank or demand draft of a scheduled bank issued in favour of Registrar, GGSIPU.
7. **50%** of earnest money or **Rs.20,00,000/-**, whichever is less will have to be deposited

in the shape prescribed above and balance amount of the earnest money can be accepted in the form of Bank Guarantee issued by scheduled bank having validity of 6 months or more from the last date of receipt of tenders.

8. The tender shall be submitted as under.
- 1.) **Envelop-1** (Superscribed as “Eligibility documents” on the envelop) :- This will consist of following documents.
 - a) EMD
 - b) Tender fee, if tender documents are downloaded from website.
 - c) Attested copy of PAN card.
 - d) Attested copy of valid DVAT registration.
 - e) Copy of VAT return, filed up to last quarter.
 - 2.) **Envelop – 2** (Superscribed as “ Tender documents” on the envelop) :- This will consists of Tender Documents.

Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the EE/UWD upto 3:00 PM on **06/04/2015** and will be opened by him or his authorized representative in his office on the same day at 3:30PM. The envelope marked “Tender” of only those tenderers shall be opened, whose Eligibility documents, placed in the separate envelope, are found to be in order.

9. The time allowed for carrying out the work will be **7 days** from the date of start as defined in Schedule ‘F’ or from the first date of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the tender documents.
10. The site of work is available.
11. Last date for submission of tender document is **06/04/2015 upto 15.00 Hrs.**
12. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of 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 Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.
13. The description of the work is as follows:
- Name of work: ARMO GGSIP University, Dwarka Campus, New Delhi
- Sub Head:** Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room
14. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of Executive Engineer, UWD. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation they may require and before submitting their tenders and in general

shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer 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 document. Submission of a tender by tenderer implies that he has read this letter 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 GGSIPU and local conditions and other factors having a bearing on the execution of the work.

15. The competent authority on behalf of the GGSIPU does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
16. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
17. The competent authority on behalf of GGSIPU reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
18. The Contractor shall not permitted to tender for works in the UWD responsible for award and execution of contracts, in which his near relative is posted as 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 GGSIPU. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
19. The tender for the works shall remain open for acceptance for a period of (90) Ninety days from the date of opening of tenders/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the GGSIPU, then the GGSIPU shall, without prejudice to any other right or remedy, be at liberty to forfeit **50%** of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re tendering process of the work.
20. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on issue of letter of Commencement of work by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) Notice inviting tender, Tender document including Schedule of Quantities, Contract clauses, Special conditions, particular specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract form 8 of 2014 alongwith up to date correction slips.

The terms and conditions of this tender document shall have precedence over the corresponding provisions of GCC 2014.

- 21. The GGSIPU reserve the right to reject any or all prospective applications without assigning any reason and to restrict the list of contractors to any number deemed suitable by it.

**Executive Engineer
University Works Division**

INTEGRITY PACT

To

Sub: NIT No. 20/EE/UWD/Elect/2015-16 for the work “ARMO GGSIP University, Dwarka Campus, New Delhi. SH: - Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

Dear Sir,

It is here by declared that GGSIPU 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 tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the GGSIPU.

Yours faithfully

Executive Engineer
(University Works Division)

INTEGRITY PACT

To

Executive Engineer,
GGSIPIU, Sector 16C
Dwarka, New Delhi-78

Sub: ARMO GGSIP University, Dwarka Campus, New Delhi.
SH: Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

Dear Sir,

I/We acknowledge that GGSIPU 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 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 GGSIPU. 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, GGSIPU 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)

INTEGRITY PACT

INTEGRITY AGREEMENT

THIS Integrity Agreement is made at _____ on this _____ day of _____ 20_____

BETWEEN

GGSIU represented through Executive Engineer, UWD, (Hereinafter referred as the **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ through _____ (Hereinafter referred 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. 20/EE/UWD/Elect/2015-16) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for ARMO GGSIP University, Dwarka Campus, New Delhi SH :- Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room (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 in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principle/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 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 (PC 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/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 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 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 other 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 or 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 right 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

- 1) The bidder declares that no previous transgressions occurred in the last 5 year 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-contractor/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, GGSIPU.

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 or any action taken by the Owner/Principal in accordance with this **Integrity agreement /pact 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/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF 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. _____
2. _____

Place:

Dated:

Letter of Submission
Item Rate Tender

(A) Tender for work of ARMO GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

- i) To be submitted by **15.00 HRS hours up to 06/04/2015** to Executive Engineer. UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110078
- ii) To be opened in presence of tenderers who may be present at **15.30hours on 06/04/2015** in the office of **EE**, UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110078

Issued to -----
 Signature of officer issuing the documents -----
 Designation -----
 Date of Issue -----

T E N D E R

I/ We have read and examined the Notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, particular Specification, Schedule of Quantities & 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 GGSIPU within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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 respects in accordance with, such conditions so far as applicable.

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

The earnest money of **Rs.** _____ /- has been deposited in the shape of fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee of scheduled bank issued in favour of Registrar, GGSIPU. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said GGSIPU 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 work as specified, I/we agree that GGSIPU or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and 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 clauses of contract. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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.

Date -----

Signature of Contractor
Postal Address

Witness :

Address :

Occupation :

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the GGSIPU for a sum of Rs.----- (Rupees ---
-----)

The letters referred to below shall form part of the Agreement :

- a)
- b)
- c)

Executive Engineer,
University Works Department

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
SECTOR-16C, DWARKA, NEW DELHI-110078**

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited at the time of purchase of tender. The performance Guarantee to be deposited by the successful tenderer and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantity (Vol.II) form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representatives, will open tenders in the presence of any intending contractors 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 at the time of purchase of tender shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
10. Only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
11. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form (i.e. Schedule of Quantities Vol. II). The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
13.
 - i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within

the period as specified in schedule-'F' in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU.

- ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rate of 2.5%. The Security amount will also be accepted in the shape of Fixed Deposit Receipt of a Scheduled Nationalized Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales Tax/VAT , purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same. Service Tax as eligible and applicable shall be reimbursed on submission of proof of payment to appropriate authority in respect of this work.
16. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes, in addition to building work, all other works such sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical land horticulture works in the composite tender.
19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the GGSIPU may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT**Definitions**

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the GGSIPU and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The Site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The Agency / Contractor / Tenderer 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 assigns of such individual, firm or company.
 - iv) The GGSIPU means the Guru Gobind Singh Indraprastha University and his successors.
 - v) The Engineer-in-Charge means the Executive Engineer UWD
 - vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, 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 Government of the part of the

works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

- viii) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- ix) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- x) Department means Guru Gobind Singh Indraprastha University or authorized by GGSIPU to work on their behalf.
- xi) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
- xii) Tendered value means the value of the entire work as stipulated in the letter of award.

Scope and Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

- 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and

completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:

- i) Description of items given in Schedule of Quantities.
- ii) Technical Specification and Special Conditions.
- iii) Drawings.
- iv) C.P.W.D. Specifications.
- v) Indian Standard Specifications of B.I.S.
- vi) Decision of Engineer-in-Charge.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Form of Performance Security (Guarantee) Bank Guarantee Bond

1. In consideration of the Guru Gobind Singh Indraprastha University (hereinafter called “The University”) having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called “the said Contractor(s)”) for the work ----- (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, ----- (hereinafter referred as “the Bank”) hereby undertake to
(indicate the name of the Bank)
pay to the University an amount not exceeding Rs.----- (Rupees -----
----- only) on demand by the University.

2. We, ----- do hereby undertake to pay the amounts due and
(indicate the name of the Bank)
payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees -----
----- only).

3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ----- further agree that the guarantee herein contained shall
(indicate the name of the Bank)
remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ----- further agree with the University that the University
(indicate the name of the Bank)
shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ----- lastly undertake not to revoke this guarantee except
(indicate the name of the Bank)
with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

Signature & Seal of Bank

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) hereinafter called “the contractor”) has submitted his tender dated.....(date) 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 of30...

THE CONDITIONS of this obligation are:

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

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

The 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

SEAL

BANK

WITNESS.....

(SIGNATURE, NAME AND ADDRESS

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

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities - (Page 47 to 48)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor : NIL

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work: ARMO GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

| | |
|-----------------------------|--|
| Estimated cost of work : | Rs. 1,62,405/- |
| i) Earnest money : | Rs. 3,248/- (to be returned after receiving performance guarantee) |
| ii) Performance Guarantee : | 5% of tendered value |
| iii) Security Deposit : | 2.5% of tendered value |

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : EE, UWD, GGSIPU

Definitions:

| | |
|--|-----------------|
| 2(v) Engineer-in-Charge | EE, UWD, GGSIPU |
| 2(viii) Accepting Authority | EE, UWD, GGSIPU |
| 2(x) Percentage on cost of materials and labour to cover all overheads and profits | 15% |
| 2(xi) Standard Schedule of Rates | DSR' 2014 |
| 2(xii) Department | GGSSIPU |
| 9(ii) Contract Form | CPWD Form 8. |

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days **7 days**
- ii) Maximum allowable extension **with late fee @ 0.1 % per day Of Performance Guarantee amount** beyond the period provided in (i) above **03 days**

Clause 2

Authority for levy compensation Under clause 2. **Superintending Engg. / Admin Head GGSIPU**

Clause 2A

Whether Clause 2A shall be applicable **No.**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start **10 days**

Time allowed for execution of work. **7 days**

Authority to give fair and reasonable extension of time for completion of work **Executive Engineer, GGSIPU**

Clause 6 or 6 A

Clause Applicable **6A**

Clause 7

Gross work to be done together with net payment/ Adjustment of advances for material collected, if any Since the last such payment for being eligible to Interim payment **Rs. 50000/-**

Clause 10 A

List of testing equipment to be provided at site **Magger, Crimping Tool, Hammer Drill Machine, Chase Cutter, Tong Tester.**

Clause 10 B(ii)

Whether clause 10B(ii) is applicable **No**

Clause 10 C

Component of labour expressed as percent of value of work **Not Applicable**

Clause 10 CA**Not Applicable****Clause 10 CC**

Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column **Not Applicable**

Schedule of component of other materials, labour, POL etc for price escalation

Component of Civil (except for materials covered under clause 10CA) / Electrical construction materials expressed as percent of total value of work _____Nil_____

Component of labour expressed as percent of total value of work _____Nil_____

Component of POL expressed as percent Of total value of work _____Nil_____

Clause 11

Specifications to be followed execution of work

CPWD specifications for Electrical Work for 2013 (Part –I, Internal) & 1994 (Part – II, External) & with upto date amendments

Clause 12

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 30%

12.5 i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work. (except earth work) Not Applicable

ii). Deviation limit for items in earth work sub head of DSR all related items. Not Applicable

Type of work **Addition & Alteration**

Clause 16

Competent Authority for deciding reduced rates

**Superintending Engg. / Admin Head
GGSIPU**

Clause 18

List of mandatory machinery tools& plants To be deployed by the contractor at site

**As required for completion
within time period**

Clause 36(i)

Requirement of Technical representative(s) and recovery rate

Clause 42

Not Applicable

Tender for the Supply of Materials

The Executive Engineer, UWD on behalf Of GGSIPU invites sealed item rates tender for the supply of the materials described in the under mentioned memorandum according to the specification within the time specified and at the rates specified there in subject to the condition of the contract.

Memorandum :- (i) Earnest money deposit Rs.3,918/- to be returned after receipt of PG.

(ii) Security Deposit @ 2.5% of tendered value.

(iii) Performance Guarantee @ 5% of tendered value to be deposited on acceptance of tender.

| Description or specification of material to be Supplied | Total quantities Of each to be Supplied | Place at Which to be delivered | Quantity to be delivered to each Place | Dates by which delivery at places must be completed | Rate by which articles Are to be supplied Inclusive of every | Unit | Total cost of each articles inclusive every Demand | | Remarks |
|---|---|--------------------------------|--|---|--|------|--|------|---------|
| ----- | As | PER | SCHEDULE | OF | QTY | | ATTACHED---- | ---- | |

This percentage where no security deposited is taken, will vary from 5% to 10% according to the requirements of the case .Where security deposited is taken see note clause 1 of conditions of contract.

Should this tender be accepted I/we hereby do agree to abide by and fulfil all the terms and Provisional of the said condition annexed hereto so far as applicable and or in default there of

to forfeit and pay to the president of India or his successor in office the sum of money mentioned in the said conditions. A sum of Rs. 8,258/- is herewith forwarded in cash treasury challan as earnest money if I/We failed to commence the work specified in the above memorandum or I/we fail to deposit the amount of security deposit specified of contract I/we agree the said Registrar, GGSIPU or his successors in office shall without prejudice to any other right or remedy we at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit I/we further agree that the said Registrar GGSIPU or successor in office shall also be at liberty to cancel the acceptance of the tender if I/we fail to deposit security amount as aforesaid.

Give particulars & number

Signature of tenderer
Address

Signature of witness
Address
Dated

The above tender is hereby accepted by me on behalf of the registrar GGSIPU, New Delhi.

Dated

Signature of the officer by whom
The tender is accepted

Government of India

State
BranchDivision
Sub - Division

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central PWD Code. Paragraph 89)

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of Invitation to tender posted in public places and signed by the **Divisional Officer**.

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 **Divisional Officer** shall also be open for inspection by the contractor of the office of **Divisional Officer** during Office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under Indian Partnership Act.
3. Receipts of payment made to a firm, must also be signed by the several partners except where the contracts are described in their tender as a firm in which case the receipt must be signed in the name of the 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 usual printed form stating at what rate he is willing to undertake each item of the work. Tenders which Purpose 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 to rejection. No single tender shall include more than one work, but contractors wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The **Divisional Officer** or duly authorized assistant, will open tenders in the presence of any intending Contractors who may be present at 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 mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted under shall there upon be returned to the contractor making the same.
6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the **Divisional Officer** and the contractor shall be responsible for seeing that he produces a receipt signed by the **Divisional Officer** or a duly authorized cashier.

Security Deposit:

Clause: The person/Persons, whose tender (s) may be accepted (herein after called the contractor) shall permit Govt. at the time of making any payment to his for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount.

- i) In the case of works costing upto Rs. 1,00,000/- to 10% of the estimated cost of the work put to tender.
- ii) In the case of works costing more than Rs. 1,00,000/- and upto Rs. 2,00,000/- 10% on the first 1,00,000/- 7-1/2% on the balance.
- iii) In the case of working costing more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- -7-1/2 on the next Rs. 1 lakh and 5 % on the balance, subject to a maximum of Rs. 1,00,000/- only unless he is they are exempted from payment of Security Deposit in individual cases or has/have deposited the amount of security at the rate of mentioned above in cash or in the form of Govt. Securities or First deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in case a fixed deposit receipt of any bank is furnished by the contractor to the Govt. as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused there *by* shall fall on the contractor and the contractor, shall forth, with on demand furnish additional security to the Govt. to make good the deficit,. Such deduction to be held by Govt. by way of security deposit provided always that the Govt for this purpose shall be entitled to recover recent of the amount of each running bill till 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 or from the interest arising there from or from any sums which may be due to may become due to the contractor by Govt. on any account whatsoever an in the event of his security deposit being reduced by reasons of any such deductions or sale as aforesaid the contractor shall within 10 days make good in cash of guarantee bond in favour of the President of India executed or fixed deposit receipt tendered by State Bank Of India or by scheduled banks (In case of limits prescribed by Reserve Bank of India by Govt. securities it deposited for more than 12 months) endorsed in favour of the Engineer Incharge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in each at the time of tender will be treated as per of security deposit.

Note:-

- 1) Govt. papers tendered as security will be **at 5%** below its market value on its full value which ever is less. The market price of Govt. papers would *be* certain by the Divisional Officer at the time of collection of interest and the amount of interest of the deficiency in value of Govt papers will be withheld if necessary Govt securities will include all forms of security mentioned in rule 274 of G F R except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.
- 2) The contractor is to deliver the materials on or before he mentioned in the tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contractor every day not exceeding ten days that he shall exceed his time as and for liquidated damages.
- 3) In every case in which the payment or allowance mention in clause 2 shall have incurred for then consecutive days, the Divisional Officer shall have the power to annul 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 he may incur in any case.

- 4) 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 Divisional authority of this Divisional Officer, the contractor shall not claim exempted on from the fine line leviable 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.
- 5) The contractor shall give to the **Divisional Officer** (hereinafter called the (Engineer-in-charge) of his intension of making delivery of materials and on the materials being approved, as receipt shall be granted to him by the Divisional Officer or his assistant and not no material will be considered as delivered until so approved.
- 6) On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the **Divisional Officer** (hereafter contractor shall Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have recomyed all rejected materials and shall have the approved materials stocked or placed in such positions as he pointed out to him.
 - 6-A If at any time after the commencement of the supplies the President of India shall for any reason what soever not require the whole thereof as specified in the tender to be supplied the Divisional Officer 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 President thereunder 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 Divisional Officer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expire of the notice and thereafter to ceas 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 the 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 after the whole or 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 the 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

Payment due tO the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the engineer-in-charge (1) an authorization in the form of a legally valid documents such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the contractness of the account made out as being due to him by the Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-charge of the account or claim by payment to the bank while the receipt by such bank shall constituted a full and sufficient discharge for the payment the contractor should wherever possible present his bills duly receipt and discharge through his bankers.

Nothing herein contained shall separate to create in favour of the bank any rights or equite vis-a-vis the President of India.

- 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 may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.
- 9A. The contractor/seller hereby declares that the goods stores articles sold or to be sold to the Govt under this contract shall be or the best quality (and Work markship) and shall be strictly in accordance: with the specifications and particular contained mentioned in clause 8 hereof 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 three months shall the date of delivery of the said goods/store s/article to the Engineer-in-charge and that not with standing the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered hot be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-incharge in that behalf will be final and conclusive a binding on the parties the Engineer-in-Charge will be entitled to reject the said good/stores/articles or such portion there of as may be discovered not to Confirm to the said description and quality On such rejection the goods articles stores Will be at the seller's risk and the provisions Contained in the clause 9 hereof shall mUtatiSTnutendis*ply 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 thereotes has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt 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 Govt. in that behalf under this contract or otherwise.
- 10) If the contractor of this work people of servants shall break, deface injure or destroy a building, road clubs, fence enclosure, water pipes cables drain, electric or telephone posts of wires, trees, grass land of cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his own expense and in the event of his refusing of gailing to do so the damage shall be required at his expense 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 expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the mean time remove for use by the Engineer-in-Charge.
- 12) No material shall be brought to site or delivery on Sundays without the written permission of the Engineer-in charge.
- 13) This contract shall not be sublet without the written permission of the divisional officer. 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 that may have collected or engagement entered into.
- 13A. The Engineer-in-charge shall have power to make any alteration in; commissions firm additions to or substitutions for the original specifications, drawings, designs, and instruction that may appear to him 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 instructions which may be given to him in writing signed by the Engineer-in-charge and Such alterations omissions, addition substitutions shall not invalidate the contractor, 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 respect or which he agreed to do the mainwork, and. at the same rates, are 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 substituent quantity of materials bears to the original quantity and the certificate of the 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 than such class of materials shall be supplied at the rates entered in the schedule of rates of the tender in such class of materials are not entered in the said schedule of rates, than the contractor shall with in seven days of the date or his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention n to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to 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 thereto. Before the rates shall have been determined as lastly herein before mentioned time and in such case he shall have been determined lastly here in mentioned time and in such case he shall only be entitled 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 Engineer-in –charge in the event of a dispute the decision of the Superintending Engineer of the circle shall be final.

- 13B. In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman’s Compensation Act, 1923. Govt. is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise.

Government shall not be bound to contract any claim made against it under Section 12 Sub Section (1) of the said Act. expect on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

- 13C (a) The contractor shall pay not less then fair wage to labourers engaged by him on the work.

Explanation: “Fair wages” means wages whether for time of place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D for the district in which the work is done.

- (b) The contractor shall not with standing the provision of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his Sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this agreement the contractor shall comply with or cause to be completed with the C.P.W.D. contractor’s labour regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages,

recovery of wages not paid and deductions unauthorisedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submissions of periodical returns and all other matters of a like nature.

- (d) The executive engineer or sub divisional officer concerned shall have the right to deduct. From the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfilment of the contract for the benefit of the workers, non-payment, of wage or of deductions made from his or their wages which are not justified by the terms of the contract or non observance of the regulations.

In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment and forwarded by Chief Engineer vide No. SSW(NDZ)/SWI/SP/S-60/73/109-819 dated 6/6/73 etc. inclusive of wages for the weekly day of rest the question of extra payment for the weekly holidays would not arise.

- (e) Under the provision of the minimum Wages Act, 1948 and the minimum wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Executive Engineer or Sub Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourers and pay the same to the persons entitled there to from money due to the contractor.
- (f) Vis-à-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.
- (g) The regulations aforesaid shall be deemed to be a part of contract and may breach there of shall be deemed to be breach of his contract

13-D In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules frame by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.P.W.D. and its contractors.

13-E In the event of the contractor (s) committing a default of any of the provisions or of the Central Public Works Department Contractor's Labour Regulations are Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules materially incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced of the 50/- per day for each day of default subject to a maximum of 5 percent, of the estimated cost of the work put to tender. The decisions of the Engineer-in-charge shall be final and binding on the parties. which is waterlally incorrect he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50.00 per each day of default subject to a maximum of 5 percent, of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and biding on the parties.

13-F Hutting for labour the contractor (s) shall at his/their own cost provide his their labour with a sufficient number of huts (the teinafter referred to as the camp of the following specification on a suitable plot of land to be approved by the Engineer-in-charge.

- (1)
 - a. The minimum height of each hut at eve level shall be 7” and the following provident will be at the of 30 sq. ft. for each member of the workers family staying with the laboure.
 - b. The contractor(s) shall in addition construct suitable cooking place _____ a minimum area 6 x 5’ adjacent to the hut for each family.
 - c. The contractor(s) also construct temporary latrines & urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrines and urinals being provided for weman.
 - d. The contractor(s) construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp these bathing and washing places shall be suitable screened.
- (2)
 - a. All the huts shall have walls of sun dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge in case of sun dried bricks the walls should be plastered with gobi on both sides. The floor may be kutcha but plastered with gobi and shall be at least 6” above the surrounding grounds the roots shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall insure that throughout the period of their occupation the roofs remain water-tight.
 - b. The contractor(s) shall provide each hut proper ventilation.
 - c. All doors, window and ventilators shall be provided with suitable leaves for security purpose.
 - d. Here shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20, ft. according to the availability of site with the approval of the Engineer-in-charge back to back construction will be allowed.
- (3) Water supply – The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes, where piped water supply is available. Supply shall be at stand poses where the supply is room wells or river, tanks which may be of metal or masonry shall be provided. The contractor (s) shall also at his/their own costs make arrangement for lying life lines for water supply to his/their camp, from the existing mains where ever available and shall pay all fees and charges therefore.
- (4) The site selected for the camp shall be high ground, removed from jungle.
- (5) Disposal of Excreta. The contractor (s) shall make necessary arrangements for the disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement for the removal to excreta through the Municipal Committee/authority and inform it about the number of labourer employed so that arrangements may be such committee/authority for the rmoved of the excreta. All charges on this account shall be born by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
- (6) Drainage the contractor (s) shall provide efficient arrangements draining away sullaga

water so as to keep the camp near and dity.

- (7) The contractor (s) shall make necessary arrangements for keeping the same area sufficiently lighted avoided accidents to the worker.
- (8) Sanitation the contractor (s) shall make arrangements for conservancy and sanitation in the labour camps according to rules of the Local Public Health and Medical Authority.

13G 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 C.P.W.D. 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 for making 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.

- 14. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications estimates instructions orders or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof shall be referred to the sole arbitration of the person to be appointed that the arbitrator so appointed is a Government servant that he had dealt with the matter to which the contract relates and that in the course of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or acting his office of being unable to act for any reason, such C.E. or administrative head as aforesaid at the time of such transfer vacation of office or inability to act shall appoint an other person to act as arbitrator in accordance with the terms of the contract, Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that one person other than a person appointed by such C.E. or administrative head of the C.P.W.D. as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the parties invoking arbitration shall specify the dispute 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.

- 15. On the breach of any terms or conditions of this contract by the contractor, the said President shall be entitled to forfeit the security deposit. or the balance thereof that may at that time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to right' of the said President to recover any further sums as damage from any sums due Or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause.

The President means the President of India and his Successors.

The Divisional Officer means the Divisional Officer for the time being of the Division concern.

The Sub-Divisional concerned.

Word Importing the singular number only include the plural number and .vice-versa.

16. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Divisional Officer on behalf of President of India shall have the option of terminating the contract without compensation of the contractor.

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the Contract Government shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Govt.' premissiory Notes etc. forming the whole or part of such security. In the 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 Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and 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 it 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 ____fund the amount of the overpayment and it shall be lawful for 'Government to recover the same from him in the manner described in sub 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 Government to the contractor.

PROVIDED That Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

STANDING ORDER No. 1010 dated 19-2-1963

In form No. PWD-9 in the books of forms (First Edition, First Reprint) referred to in para 16 of the Central PWD Code Revised Edition, 1969 and the following after clause 6.

The Security Deposits of Contractor shall not be refunded before the expiry of the three months after the issue of certificate final or otherwise of completion of supply or till the final bill has been prepared and passed, whichever is later.

Contractor.....

Executive Engineer / UWD

Correction Slips of P.W.D. 9 Tender Form for Supply

C.S. No.1 (Clause 13 A of PWD-9): This tender is submitted on the understanding that we shall be responsible for delay or failure to execute orders placed against this tender directly or indirectly caused by or due to act of Govt. of mobilisation, demobilisation requisition force major lock outs, labour disturbances trade disputes, strikes, fire pertilence, damage or accident to our machine by other even or circumstances whatsoever beyond our machinery or any of the above said cause or not (this includes delay or any failure to execute the order occasioned by fulfillment by us of any other commitments in cases where directly or indirectly due to any other causes and or consequences due dates or dates or such commitments have been extended.

C.S. No.2 (Clause 13(ad) PWD 9): in the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment number 66 (1) /69-I (B) dated 15/5/69 are inclusive of wages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

C.S. No.3 (Clause 14 PWD-9): It is also a term of the contractor that if the contractors do/does not make any demand for arbitration in respect of any claim (s) in writing with 90 days or receiving the intimation from the Govt. that the bill is ready for payment the claim of the contractor will be deemed to have waived and absolutely barred and the Govt. shall be discharged and released of all liabilities under contract in respect of these claims.

Special Conditions & Technical Specifications

Special Conditions

- 1.0 “CPWD Specifications” wherever appearing in this document would mean Latest edition of CPWD specifications with correction slips issued upto the last date of receipt of tender.
- 2.0 GCC 2014 referred in this document is Govt. of India Publication and is available in the market.
 - a) Form 8, General Rules and Directions and Conditions of Contract forming part of ‘GCC 2014’ shall be superceded by this document.
 - b) Wherever “President of India” is appearing in the GCC 2014 same shall be read as GGSIPU.
 - c) Wherever Superintending Engineer or Chief Engineer is appearing in GCC 2014, it may be read as Superintending Engineer, GGSIPU or Chief Engineer, GGSIPU.
 - d) Wherever CPWD or PWD is appearing in GCC 2014, it may be read as GGSIPU.
- 3.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 4.0 No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 5.0 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.
- 6.0 No work shall commence in the absence of contractor’s engineers and they shall certify in writing about the correctness of layout alignment and shall ensure stability of all structural work such as partition panel and other related items.
- 7.0 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the GGSIPU and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the GGSIPU is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 8.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.

- 9.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Engineer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 10.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.
- 11.0 Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions there of if any, upto the date of receipt of tenders.
- 12.0 The rates quoted by the contractor shall be all inclusive keeping in mind the specifications, special conditions and technical specifications and nothing extra shall be payable whatsoever, unless otherwise specified.
- 13.0 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.
- 14.0 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.
- 15.0 All the materials are to be got approved from the Engineer-in-Charge before using the same in the work.
- 16.0 The electrical work will be carried out in accordance with the General Specifications 2013 for electrical works in (part I) internal, CPWD specifications 1994 (part II) external, except as otherwise specified in the description of items given in the Schedule of Quantities or in the attached Technical Specification while complying in all respects with the requirements of the latest Indian Electricity Rules in force at the time of execution.
- 17.0 The contractor shall employ adequate labour to complete the work within the stipulated time and make his own arrangements for storage of materials etc.
- 18.0 All tender rates will include the cost of materials, erection, connections, labour, supervision, tools, plant, transport, all taxes, duties, contingencies, breakage, wastage, sundries, i.e. should be for an item complete in all respects.
- 19.0 The batteries shall be under warranty for a period as specified by manufacturer. Original warranty card duly stamped and signed by the dealer / manufacturer of battery will be handed over by contractor to the University.

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LIST OF APPROVED MATERIALS

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material.
2. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.
In case on non availability of the brand specified in the contract, the Contractor shall submit the documentary evidence of non availability of approved brand and suggest the alternate brand of equivalent quality for the approval of the competent authority. It will be at the discretion of the Engineer-in-Charge to approve or reject the brand suggested by the contractor and approve the name of any other equivalent brand.
3. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.

List of Approved Makes

| S. No. | Description of Items | Approved Makes |
|--------|---------------------------------------|---|
| 1 | SMF batteries 12V/26AH for online UPS | make Exide (Power Safe) / Amaron (Quanta) |

EE/UWD

Volume II

Schedule of Quantities

Schedule of Quantities

Name of Work: ARMO GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of Online UPS Battery at Seminar Halls C, D & E Block in Projection Room

| S. No. | Description of work | Unit | Qty | Rate(Rs./Unit) | Amount in Rs/- |
|--------|--|------|-------|----------------|----------------|
| 1 | Replacement of old batteries with new SMF batteries 12V/26AH for online UPS including connections testing & commissioning etc as required and as per direction of Engineer-in-charge make Exide (Power Safe) / Amaron (Quanta) | Nos. | 45.00 | | |
| 2 | Buy back of old battery 12V/26 Ah make Okeyay | Nos. | 45.00 | | |
| | Total | | | | |

EE/UWD