

GURU GOBIND SINGH  
INDRAPRASTHA UNIVERSITY  
Sector 16 C, Dwarka, New Delhi

***REQUEST FOR PROPOSAL***

Name of work:

“Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi.”

## CONTENTS

<b>S. No.</b>	<b>Details</b>	<b>Page No.</b>
<b>1</b>	<b>Press Notice</b>	<b>3</b>
<b>2</b>	<b>Press Notice for web Site</b>	<b>4-6</b>
<b>1</b>	<b>Issue Letter of RFP Document</b>	<b>7</b>
<b>2</b>	<i>Section - 1</i> <b>Invitation of Proposal</b>	<b>8 – 12</b>
<b>3</b>	<i>Section – 2</i> <b>Eligibility Criteria and Selection Process</b>	<b>13 – 20</b>
<b>4</b>	<i>Section - 3</i> <b>Information and Instructions to Bidders</b>	<b>21 – 26</b>
<b>5</b>	<i>Section - 4</i> <b>Integrity Pact</b>	<b>27 – 35</b>
<b>6</b>	<i>Section - 5</i> <b>Scope of Services</b>	<b>36 – 37</b>
<b>7</b>	<i>Section – 6</i> <b>Financial Proposal and Payment of Fees</b>	<b>38 – 40</b>
<b>8</b>	<i>Section - 7</i> <b>Conditions of Contract</b>	<b>41 – 54</b>
<b>9</b>	<i>Section - 8</i> <b>Forms</b>	<b>55 – 68</b>
<b>10</b>	<i>Section – 9</i> <b>Financial Bid</b>	<b>69 – 70</b>

University Works Division  
Guru Gobind Singh Indraprastha University  
Sector 16 C, Dwarka

Press Notice

REQUEST FOR PROPOSAL

The Executive Engineer, University Works Division, GGSIPU, Sector 16 C, Dwarka invites on behalf of Guru Gobind Singh Indraprastha University sealed proposal for following work(s):-

NIT No. 12/SE/UWD/2013-14

Name of work: "Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."

Estimated Cost : Rs. 40 lakh, Time of completion: 90 days

EMD: Rs 80,000/-

The tender forms and other details can be obtained from the O/o EE on payment of Rs 500/- The last date of upto which proposals can be submitted will be 5<sup>th</sup> July 2013 upto 1500 Hrs and same can also be downloaded from website [www.ipu.ac.in](http://www.ipu.ac.in). Other detail / information can be seen on website [www.ipu.ac.in](http://www.ipu.ac.in).

**EE/UWD**

**Press Notice for Web site**  
**University Works Division**  
**GGSIPIU Dwarka, New Delhi**  
**REQUEST FOR PROPOSAL**

1. The Executive Engineer, University Works Division, GGSIPIU, Sector 16 C, Dwarka, New Delhi 10078 on behalf of the Guru Gobind Singh Indraprastha University invites proposals from firms/contractors/individuals of repute for the following work:

<b>S. No.</b>	<b>Name of work</b>	<b>Approx. Cost (Rs. Lakhs)</b>	<b>Period of Completion</b>
1.	"Design, production and installation of Bronze Sculpture at GGSIPIU campus, Sector 16 C, Dwarka, New Delhi."	40	90 days

2. Individuals / agencies / firms / contractors that fulfills the following requirements shall be eligible to apply:-

- a) Individual Agencies should have satisfactorily completed during last seven years ending May 2013:-

Three similar works, each of value not less than Rs 16 lacs or Two similar works each of value not less than Rs 24 lacs or One similar work of value not less than Rs 32 lacs during the last seven years ending 31<sup>st</sup> May,13.

Similar work means the work of "design, production and installation of 3-dimensional Bronze sculptures of height not less than 1.5m in President Estate, Parliament House, State Assembly, Educational Institution / University or Municipal parks of metropolitan cities in India".

The value of work executed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from date of completion to last date of receipt of tenders.

- b) Individual agency should have average annual turnover of more than Rs. 12 Lacs (Twelve lacs) only in the immediate last three consecutive years ending 31<sup>st</sup> March 2013. (The year means F.Y. from 1st April to 31st March). This should be duly audited by a chartered accountant. Year in which no turnover is shown would also be considered for working out the average.

- c) Applicant should not have incurred any loss in more than two years during the immediate last five consecutive years ending 31<sup>st</sup> March 2013.
  - d) Applicant should have a minimum solvency of Rs 16 Lacs (Sixteen lacs) certified by Schedule bank.
  - e) Applicant shall not be eligible to submit a proposal if it or any of its constituents has ever been barred or blacklisted by any Central and/or State Govt in India
  - f) Applicant should not have, during the last five years, either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach by the Applicant.
  - g) Applicant should have valid service tax registration. Copy to be attached.
  - h) At the time of submission of bid, the applicants have to furnish an **affidavit** as under:

“I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another applicant on back to back basis. Further that if such a violation comes to the notice of University, then I/We shall be debarred from tendering in GGSIPU contracts in futures. Also if such violation comes to the notice in University at any stage, the University shall be free to take action against me/us as deem fit and also to forfeit the entire amount of earnest money and performance guarantee.
3. Intending firms / agencies / contractors may obtain RFP on request in writing personally or through their authorized representatives from Executive Engineer, University Works Division, Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078 on any working day on payment of Rs 500 (Non refundable) in form of demand draft in favour of Registrar, Guru Gobind Singh Indraprastha University upto 1600 Hrs. on **4<sup>th</sup> July 2013** or can download the same from website [www.ipu.ac.in](http://www.ipu.ac.in). Agencies who wish to submit their RFP Bid on downloaded document, shall have to pay requisite cost of RFP Document along with their RFP Bid as described above.
4. RFP Bid with all information and supporting documents shall be submitted in sealed envelope duly super scribed with the Name of work, Sub head and due date of opening at O/o Executive Engineer, University Works Division, Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi - 10078 upto 1500 Hrs. on 5<sup>th</sup> July 2013 and shall be opened on the same day at 1530 Hrs by Executive Engineer or his authorized representative. RFP Bids received late due to any reasons shall be liable for rejection.

5. Applicants are required to submit the Earnest Money Deposit (EMD) of Rs. 80,000/- (Rupees Eighty thousand) only in the form of demand draft or Fixed deposit receipt issued by scheduled bank drawn in favour of Registrar, GGSIPU along with the Proposal. **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 the form prescribed above, and balance in shape of bank guarantee.**
6. There shall be **pre-bid conference**, which is proposed to be held in the conference room of UWD at Library block, GGSIPU, Sector 16 C, Dwarka, New Delhi, at 3:00 PM **on 1.7.2013** for intending firms/contractors in which any doubt of firms/contractors shall be clarified besides discussion on any additional condition proposed by the perspective bidders
7. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in GGSIPU. The department reserves the right to verify the particulars furnished by the applicant independently.
8. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic RFP criteria.
8. The firms / contractors & all members in case of shall individually submit an undertaking for the following on their letter head that during last five years ending Aug 2012:-
  - a) I/We have not been blacklisted / debarred by any Department / Organization.
  - b) There is no case of bad performance for the works executed by me / us.
  - c) That I / We have not left any work incomplete.
  - d) That no work executed by me / us has been rated poor / bad quality.If applicant does not submit the aforesaid undertakings, his application shall be rejected and no claim shall be entertained on this account.
9. The firms are to enclose attested copies of all relevant documents along with service tax registration.

**Executive Engineer,**  
University Works Division,  
GGSIPU, Dwarka  
New Delhi - 110078

## ISSUE LETTER OF RFP DOCUMENT

Name of work: **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."**

1.0 RFP Document is hereby issued to:

NAME OF AGENCY : \_\_\_\_\_

ADDRESS OF AGENCY : \_\_\_\_\_

DATE OF ISSUE : \_\_\_\_\_

TO BE SUBMITTED : **By 05<sup>th</sup> July 2013 up to 1500 hrs**

2.0 The cost of RFP Document - Rs 500.00 (Rupees Five Hundred only) shall be payable in the form of Demand Draft in favour of "Registrar GGSIPU payable at Delhi".

3.0 The RFP Document is not transferable in any other name.

**Executive Engineer**  
University Works Division  
GGSIPU, Dwarka,  
New Delhi - 110078

SECTION 1

***INVITATION OF PROPOSAL***



## 1.0 Preamble

Guru Gobind Singh Indraprastha University is a growth oriented University established by the Government of Delhi as an affiliating and teaching University to facilitate and promote studies, research and extension work with a focus on professional education in emerging areas of higher education in the fields of Engineering, Technology, Management, Medicine, Pharmacy, Nursing, Education and Law etc. This University is autonomous institution of Govt of NCT Delhi.

## 1.1 Definitions

Unless Context or consistency demands otherwise the following terms shall have the meaning assigned to them as under:

- 1.1.1 **'University'/'Owner'/'IPU'** shall mean Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, Delhi (**GGSIPIU**) represented by its Registrar or his authorized representative.
- 1.1.2 **'Agency/contractor'** shall mean any firm/company/organization engaged by GGSIPU in field of **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."**
- 1.1.3 **'Applicant'** shall mean any firm/company/organization who has submitted bid for selection agency for **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."**
- 1.1.4 **'Authorized Representative'** shall mean the representative of GGSIPU and / or Applicant and / or Agency, as the case may be, who are duly empowered or authorized by the respective organizations to act for and on their behalf.
- 1.1.5 **'Work'** shall mean **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."**
- 1.1.6 **'Request for Proposal (RFP)'** shall mean bidding document with terms and conditions, scope of work, eligibility criteria and other details for selection of agency for **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."**
- 1.1.7 **'Completion'** shall mean that the work **"Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."** is complete in all respect as per terms of the RFP and is suitable for its intended use except for minor items of corrective nature.

## **1.2 Invitation**

- 1.2.1 University is operating from its main campus at Sector-16 C, Dwarka, New Delhi. It intends to install 3- dimensional sculptures of legendary personalities in its West Campus at sector-16 C, Dwarka, New Delhi.
- 1.2.2 Sculptures are to be designed, produced and installed at various locations in this campus.
- 1.2.3 As a part of the process of selection of agency, proposals are hereby invited from reputed organizations/ eminent sculptors having proven professional capabilities in the field of design, production and installation of sculptures that are eligible as per the eligibility criteria contained in this document.
- 1.2.4 This Request For Proposal (RFP) is addressed to only those applicants that may be eligible as per the eligibility criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.
- 1.2.5 Information contained in this RFP document reflects various assumptions and assessment based on current understanding of The University. Each applicant may require augmenting this information with their own experience to develop and submit technical and financial proposals.
- 1.2.6 Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the University's structure, work needs, site conditions, local environment, functional and statutory requirements for the work and accordingly make proposals. Applicants are also advised to inspect and examine the site and its surroundings as well as the scope of work and satisfy themselves before submitting their bids. They should obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their offer. The applicant submitting the offer shall be deemed to have full knowledge of the site and scope of work whether he inspects it or not and no extra charges or claims consequent on any misunderstanding or otherwise shall be allowed.
- 1.2.7 Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified by The University.
- 1.2.8 Intending applicants may obtain RFP document on request in writing personally or through their authorized representatives from Executive Engineer, University Works Division, Ground Floor, Library Block, GGSIPU, Sector- 16 C, Dwarka, New Delhi – 110078 on any working day on payment of Rs 500/-

(Non refundable) in form of demand draft in favour of Registrar, Guru Gobind Singh Indraprastha University upto 1600 Hrs. on 04/07/2013 or can download the same from website www.ipu.ac.in. Intending applicants, who wish to submit their Bid on downloaded document, shall have to pay requisite cost of RFP Document along with their bid as described above.

- 1.2.9 Applicants are required to submit the Earnest Money Deposit (EMD) of Rs. 80,000/- (Rupees Eighty thousand) only in the form of demand draft or Fixed deposit receipt issued by scheduled bank drawn in favour of Registrar, GGSIPU along with the Proposal. **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 the form prescribed above, and balance in shape of bank guarantee.** The amount of EMD for all unsuccessful applicants shall be returned by the University, without any interest. In case of the selected agency, the EMD shall be adjusted as part of the security deposit to be deducted from their running bills as per clause 7.4.1 of this RFP document.
- 1.2.10 Bid with all information and supporting documents shall be submitted in sealed envelope duly super scribed with the Name of work, Sub head and due date of opening at O/o Executive Engineer, University Works Division, Ground Floor, Library Block, GGSIPU, Sector- 16 C, Dwarka, New Delhi - 10078 upto 1500 Hrs. on 05/07/2013 and shall be opened on the same day at 1530 Hrs by Executive Engineer or his authorized representative. Bids received late due to any reasons shall be liable for rejection.
- 1.2.11 There shall be **pre-bid conference**, which is proposed to be held in the UWD, GGSIPU, Sector 16 C, Dwarka, New Delhi, at 3:00 PM **on 01/07/2013** for intending applicants in which any of their doubts shall be clarified besides discussion on any other related issue proposed by the perspective bidders
- 1.2.12 If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in GGSIPU. The department reserves the right to verify the particulars furnished by the applicant independently.
- 1.2.13 The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the eligibility criteria.
- 1.2.14 The firms /contractors/bidder shall submit an undertaking for the following on their letter head that during last five years ending May 2013:-

- a) I/We have not been blacklisted / debarred by any Department / Organization.
- b) There is no case of bad performance for the works supervised by me / us.
- c) That I / We have not left any work incomplete.
- d) That no work supervised by me / us has been rated poor / bad quality.

If any applicant does not submit the aforesaid undertaking, their application shall be rejected and no claim shall be entertained on this account.

1.2.15 Applicants are to enclose attested copies of all relevant documents along with valid Service tax registration.

**SECTION- 2**

***ELIGIBILITY CRITERIA  
AND  
SELECTION PROCESS***

## **2.0 THE SELECTION PROCESS**

The process of selection of agency shall be conducted in three (3) stages as chronologically described, hereafter

### **2.1. Stage 1 – INITIAL ELIGIBILITY**

2.1.1. The purpose of this stage is only for preparing a list of all eligible Applicants. Documents of only those applicants shall be scrutinized for initial eligibility whose Earnest Money deposit and RFP fee (In case of downloaded RFP) is found to be in order.

2.1.2. The initial eligibility shall be decided on the basis of evaluation of documentary evidence provided by the applicants in support of their eligibility according to the Initial Eligibility Criteria as listed below:

- a) Applicant should have average annual turnover of more than Rs. 12 Lacs (Twelve lacs) only in the immediate last three consecutive years ending 31<sup>st</sup> March 2013. (The year means F.Y. from 1st April to 31st March). Turnover of last three consecutive years ending 31 March, 2013 should be submitted in **Form - 1** duly certified by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- b) Applicant should not have incurred any loss in more than two years during the immediate last five consecutive years ending 31<sup>st</sup> March 2013. Profit and loss account of last consecutive five years ending March, 2013 should be submitted in **Form – 1** duly certified by Chartered Accountant.
- c) Applicant should have a minimum solvency of Rs 16 Lacs (Sixteen lacs) certified by Schedule bank. To be submitted as per format in **Form – 2**.
- d) Applicant should have satisfactorily completed during last seven years ending May'2013:

Three similar works, each of value not less than Rs 16 lacs or Two similar works each of value not less than Rs 24 lacs or One similar work of value not less than Rs 32 lacs during the last seven years ending 31<sup>st</sup> May,13.

Similar work means the work of "**design, production and installation of 3-dimensional Bronze sculptures of height not less than 1.5m in President Estate, Parliament House, State Assembly, Educational Institution / University or Municipal parks of metropolitan cities in India**".

The value of work executed shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from date of completion to last date of receipt of tenders.

Particulars of completed works in **Form - 4** and performance of the Applicant duly Authenticated/certified by an officer not below the rank of Executive Engineer or equivalent for each work in prescribed format as per **Form – 5** to be attached.

- f) Applicant shall not be eligible to submit a proposal if it or any of its constituents has ever been barred or blacklisted by any Central and/or State Govt in India. Undertaking should be attached as per **Form – 6** on letter head of applicant.
- g) Applicant should not have, during the last five years, either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach by the Applicant. Undertaking should be attached as per **Form – 6** on letter head of applicant.
- h) Applicant should have valid service tax registration. Copy to be attached.
- k) At the time of submission of bid, the applicants have to furnish an **affidavit** as under:  
"I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another applicant on back to back basis. Further that if such a violation comes to the notice of University, then I/We shall be debarred from tendering in GGSIPU contracts in futures. Also if such violation comes to the notice in University at any stage, the University shall be free to take action against me/us as deem fit and also to forfeit the entire amount of earnest money and performance guarantee.

## **2.2. STAGE 2 - EVALUATION OF TECHNICAL CAPABILITY:**

- 2.2.1 All applicants qualifying INITIAL ELIGIBILITY CRITERIA (Stage-1) shall be evaluated for their technical capability according to the **prescribed evaluation criteria listed below:**

	<b>Attributes</b>	<b>Max marks</b>	<b>Evaluation</b>
<b>(a)</b>	<b>Financial strength</b>  i. Average annual turnover ii. Solvency Certificate	<b>(20 Marks)</b>  16 marks  4 marks	i. 60% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more  In between (i) & (ii) – on pro-rate basis
<b>(b)</b>	<b>Experience in similar class of works</b>	<b>(20 Marks)</b>	i. 60% marks for minimum eligibility criteria. ii. 100% marks for twice the minimum eligibility criteria or more  In between (i) & (ii) – on pro-rate basis
<b>(d)</b>	<b>Performance of works ( Quality)</b>  (only the work considered for eligibility shall be evaluated. In case more than one work is considered, average marks shall be given )	<b>(15 Marks)</b>	i. Very good - 15 ii. Good - 10 iii. Fair / Satisfactory - 5 iv. Poor - 0
<b>(e)</b>	<b>Qualification and experience of the lead sculptor</b>	<b>(20 marks)</b>	
	(i) Qualification	(5 marks)	i. Graduate in fine arts - 2 ii. Post Graduate in fine arts - 4 iii. Ph. D in fine arts - 5
	(ii) Experience	(5 marks)	i. 5 to 10 years - 2 ii. More than 10 to 15 years - 4 iii. More than 15 years - 5



	(iii)Awards	(10 marks)	i State level Award – 2 marks each with Max 4 marks  ii National level awards – 3 marks each
<b>e</b>	Model and Presentation	<b>(25 marks)</b>	As evaluated by evaluation committee (Ref 2.2.3)
	<b>Total</b>	<b>Max- 100 marks</b>	

**Note:**

- a) Marks obtained as above by each applicant shall be termed as their Technical Score (TS)**
- b) Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- c) Information as sought is to be given by applicants as per attached annexures.
- d) Ongoing works shall be considered for evaluation only wherever specified in the particular evaluation criteria.
- e) Wherever sought, "experience" as on date of issue of RFP shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.

**2.2.3 Model presentation**

2.2.3.1 Each invited applicant (who qualify initial eligibility criteria) shall be required to submit a miniature model of standing Gandhiji or standing Swami Vivekanand in bronze of size not less than 1' (One feet) high depicting the quality and concept of the sculpture along with its Two Photographs.

2.2.3.2 It shall be mandatory upon the applicants to make themselves available for the presentation and viva-voce before the jury at the time and date given by The University.

2.2.3.4 Presentation shall have maximum 25 marks as stated in para 2.2.2 above. The marks given by the jury shall be final & binding.

2.2.3.5 Models of finally selected agency shall be kept by the university. Other applicants may take back their models once the work is awarded to the finally selected agency. Nothing shall be payable to the agencies for either providing the models or for attending the presentation.

#### 2.2.4 **SUBMITTALS**

- a) Turnover of last constitutive three years ending March 2013 duly certified by chartered accountant in **Form - 1**.
- b) Profit and loss account of last constitutive five years ending March 2013 duly certified by Chartered accountant in **Form 1**.
- c) Valid solvency certificate issued by Scheduled bank in sealed envelope in favour of Registrar, GGSIPU in **Form - 2**.
- d) Applicant Profile in **Form - 3**.
- e) Particulars of completed similar works in **Form – 4**.
- f) Performance of the bidder duly Authenticated/certified by an officer not below the rank of Executive Engineer or equivalent in **Form – 5**

**This should be furnished separately for each completed work.**

- g) Attested Copy of valid service tax registration
- h) Undertaking in **Form - 6**.
- i) Duly signed and stamped blank RFP for selection of agency.
- j) CV of Sculpturor in **Form – 7**.
- k) Letter of transmittal .
- l) Undertaking for compliance to bid requirements **Form – 8**.

2.2.5. A proposal will be considered unsuitable and shall be rejected if it does not respond to the RFP document.

### **2.3 STAGE 3 - EVALUATION OF FINANCIAL PROPOSALS**

2.3.1 'Financial Bid' of all the Applicants who have scored equal to or more than 75% marks in the Stage-2 Evaluation of Technical Capability shall be opened. In case, however, the number of such applicants, who have scored equal or more than 75% is less than three, then the 'Financial Bids' of the all the Applicants who have scored equal to or more than 65% marks in stage 2 shall be opened.

The intimation of date, time and venue of the opening of 'Financial Bid' shall be informed separately through post or fax to such Applicants.

2.3.2 Financial proposals shall be opened in the presence of applicants or their representatives who choose to attend.

2.3.3 **After opening of the financial proposals, the Lowest Financial bid amongst all opened financial bids shall be identified and will be considered for award of work or part thereof at the discretion of The University.**

2.3.4 In case of a tie in the lowest financial bid between two or more applicants, preference shall be given to the applicant who has a higher Technical Score (TS).

#### **2.4. AWARD OF CONTRACT:**

2.4.1. The selection as per Para 2.3 above, does not, in any way, automatically confer any right, whatsoever, on any applicant for award of whole of the work as described in the scope of services, or part thereof.

2.4.2. The University reserves the right to award whole of the work or part thereof to any other shortlisted applicant(s) or its constituents or any individual or agency other than those shortlisted, as it may deem fit.

2.4.3. Agency selected as per para 2.3, may be called for negotiations, if any, by The University, regarding all aspects of the financial as well as technical proposals submitted by it in response to the RFP, before the award of work or part thereof.

2.5.4. In case of successful conclusion of the negotiations, The University will inform agency through a "Letter of Acceptance" by email/letter that it has been selected for the work, to the extent and at the price agreed upon at the time of negotiations.

2.5.5 The Applicant whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the **10 days** of issue of letter of acceptance. This guarantee shall be in the form of Banker's Cheque /Demand Draft /Pay order of any scheduled bank (in case guarantee amount is less than **Rs.1,00,000/-**) or Fixed Deposit Receipts or in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed.

Time for deposit of performance guarantee may be extended for a further period of **15 days** with late fee @0.1% per day, of performance guarantee amount.

In case the selected agency fails to deposit the Performance guarantee within the period stipulated above, their EMD shall be forfeited in full. Decision of the University shall be final & binding in this regards.

2.5.6 Agency shall, thereafter, sign the Contract agreement within 15 days of the issue of such letter. No payment shall be released till the agreement is signed by the agency.

2.5.7 The ownership of the proposals of all the applicants shall lie with The University.

**SECTION- 3**

***INFORMATION & INSTRUCTIONS TO  
BIDDERS***

- 3.0 Letter of transmittal and forms are given in Section -8.
- 3.1 The Bid and all correspondence incidental and related to Bid shall be in English language. Any printed literature and document submitted in any other language should be accompanied by authenticated English translation, in which case, for purpose of interpretation of the Bid, English translation shall govern. Responsibility for correctness in translation shall lie with the Bidder.
- 3.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/ query is not applicable in case of the bidder, it should be stated as **"not applicable"**. The bidders are cautioned that not giving complete information called for in the Document or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being liable to be disqualified.
- 3.3 Applications made by telegram or telex and those received late will not be entertained.
- 3.4 The bid should be typed written. The applicant or authorized representative should sign on each page of the bid with stamp and date. The Bid must be complete in all respect leaving no scope for ambiguity. It is in the interest of Bidder to submit complete and comprehensive proposal leaving no scope for any further questionnaires.
- 3.5 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting. **Use of correction fluid is not allowed and its use may lead to rejection of bid.**
- 3.6 Pages of the RFP document are numbered. Additional sheets, if any added by the contractor, should also be numbered by them and submitted as a package with signed letter of transmittal.
- 3.7 University will not be responsible for any costs or expenses incurred by the Agency in connection with the bidding process or delivery of Bids.
- 3.8 References, information and certificates from the respective clients certifying suitability, technical knowhow and capacity of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 3.9 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. **The bidder, is however, advised not to furnish superfluous**

**information.** No information shall be entertained after submission of bids unless it is called by the University.

3.10 Bids shall be submitted in hard copies as per Instructions to Bidders. Bids sent through Fax/ E-Mail/ CD / DVD shall not be accepted. Bids in prescribed form duly signed, completed should be submitted in a sealed cover super scribed with name of work and due date of opening in following manner:

- a) **Envelop -1** super scribed as "**EMD & RFP document fee**" shall contain:
- i) Earnest money deposit in the prescribed form as defined in this document
  - ii) RFP document fee (in case the tenders are downloaded from the website) in the prescribed form as defined in this document

- (b) **Envelope-2** super scribed as "**Initial eligibility and Technical Evaluation documents**" shall contain documents in support of fulfilling initial eligibility criteria and technical evaluation and / or as mentioned at para 2.2.4.

Note: Envelope-2 of only those applicants shall be opened whose EMD and RFP document fee in Envelope I are found to be in order.

- c) **Envelope-3** super scribed as '**Financial Proposal**' shall contain duly filled financial bid in prescribed Performa.

Note: Envelope-3 of only those applicants shall be opened who qualify the Technical evaluation criteria and are found eligible for opening of financial bid in accordance with Para 2.3.1. The date, time & venue for opening of Envelop-3 shall be intimated to the bidders who are found eligible for opening of financial bid.

3.11 Bids shall be received in the O/o of Executive Engineer, University Works Division, Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078 **upto 3:00 PM on 05/07/2013**. Documents submitted with the bids shall be treated confidential and shall not be returned.

3.12 Envelop-1 and Envelop-2 shall be opened on 05/07/2013 **at 15:30 hours** in the Office of Executive Engineer, GGSIPU in the presence of the intending applicants or their Authorized Representatives who may wish to be present.

3.13 Initial Eligibility documents and technical proposal shall be evaluated in accordance with criteria defined in section 2.

3.14 The University reserves to itself the authority to reject any or all of the RFP tenders received and to split or change the scope of the work without assigning any reason. The University also reserves the right to itself to terminate the tendering process at any stage without assigning any reason.

- 3.15 The offer, in which any of the prescribed conditions is not fulfilled or where the applicants puts any condition including that of conditional rebate, shall be liable to be summarily rejected.
- 3.16 Canvassing whether directly or indirectly, in connection with the tender is strictly prohibited and the tender submitted by the applicant who resorts to canvassing in any form will be liable to rejection.
- 3.17 The offer shall remain open for acceptance for a period of 120 days from the date of opening of **'Initial eligibility and Technical Evaluation documents'**. If any applicant withdraws his offer before a period of 120 days from the date of opening of tenders or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 3.18 The applicants must quote the professional fee legibly, both in words and in figures in the 'Financial Bid'. Overwriting should be avoided. Should any correction be needed, it should be made by neatly crossing out, initialing, dating and rewriting. Any erasures, over-writings and corrections in the tender document without dated initials of the applicant will render the tender liable for rejection. Use of correction fluid is strictly prohibited.
- 3.19 The RFP Document shall form a part of the contract agreement. The successful tendering applicant on acceptance of his tender by the Accepting Authority, shall, within 15 days, sign the contract. No payment shall be released if the agreement is not signed by the APPLICANT.
- 3.20 Pages of the RFP document are numbered. Additional sheets, if any added by the applicant, shall also be numbered and shall be submitted as a package with signed letter of transmittal.
- 3.21 The applicant shall provide all requisite details along with the tender in the required formats/charts in which the details have been asked for.
- 3.22 Any information, furnished by the tendering applicant, if found to be incorrect either immediately or at a later date, would render the applicant bid to be summarily rejected and such applicant shall be debarred from tendering / taking up work in University.
- 3.23 The owner reserves the right to verify/seek clarification on, the particulars furnished by the Bidder independently.



- 3.24 Prospective applicants may request clarification on the project requirements and RFP in the pre bid meeting. Any clarification given by the department will be forwarded to all those who have purchased the RFP document.
- 3.25 The bid application should be in brief. Only relevant materials should be furnished. Superfluous materials/ information should be avoided. It should not contain coloured brochures, photographs and balance sheets. In case of doubt applicant can discuss before submission of bid documents with the Executive Engineer, UWD, GGSIPU.
- 3.26 The Applicant whose tender may be accepted shall permit University at the time of making any payment to him for the work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, amounts to security deposit of 5% of the tendered value of the work.
- 3.27 Security deposit shall be released after completion of defect liability period of one year subject to various clauses of this document. No interest shall, however be payable on the security deposit.

### **3.28 METHOD OF APPLICATION**

- 3.28.1 If the applicant is an individual, the application shall be signed by him above his typewritten name and current address with contact no.
- 3.28.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his type written name, full name of the firm with its current address and contact no.
- 3.28.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their typewritten names, current addresses with contact no. or alternatively by a partner holding power of attorney for the firm. In that case a certified copy of the power of attorney should accompany the application. In both cases certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.28.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

### **3.29 FINAL DECISION MAKING AUTHORITY**

The University reserves the right to accept or reject any application and annul the bid process and reject all applications at any time, without assigning any reason or incurring any liability to the bidders.

### 3.30 **PARTICULARS PROVISIONAL**

The particulars of the work given in Section- I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

**SECTION- 4**

***INTEGRITY PACT***

## **INTEGRITY PACT**

To,

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

Sub: NIT No. 12/SE/UWD/2013-14 for "Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi."

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 Request for Proposal (RFP) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tRFP/bid documents, failing which the 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,  
University Works Division  
GGSIPIU, Dwarka

Sub: Submission of bid for the work of "Design, production and installation of Bronze Sculpture at GGSIPIU campus, Sector 16 C, Dwarka, New Delhi."

Dear Sir,

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

I/We agree that the RFP is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of RFP 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 RFP.

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 GGSIPIU. 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, GGSIPIU 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 AGREEMENT**

THIS Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

### **BETWEEN**

GGSIPIU 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/APPLICANT**" 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 RFP (NIT No. 12/SE/UWD/2013-14) (hereinafter referred to as "**RFP/Bid**") and intends to award, under laid down organizational procedure, contract for "Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi." 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 Applicant(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 RFP/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.
  - 1) 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)/Applicant(s)**

- 1) It is required that each Bidder/Applicant (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 binder(s)/ Applicant (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bidding process and during the Contract execution:
  - a) The bidder(s)/ Applicant (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)/ Applicant (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)/ Applicant (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)/ Applicant (s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Applicant (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)/ Applicant (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.
  - 1) The Bidder(s)/ Applicant (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 2) The Bidder(s)/ applicant (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.**
  - 3) The Bidder(s)/ Applicant (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)/ Applicant (s) and the Bidder/ Applicant accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/ Applicant (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)/ Applicant (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/ Applicant 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/ Applicant /Sub Applicant**

- 1) The Bidder(s)/ Applicant (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- Applicant /Sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Applicant.
- 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/ Applicant)

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

Place:

Dated:

## **SECTION- 5**

### ***SCOPE OF WORK***

## **5.1 SCOPE OF WORK:**

5.1.1 Design, production and installation of bronze statue of Historical / legendary Personalities like as per terms of the RFP:

1. Statue of standing (dandi march) Gandhi ji.
2. Statue of Swami Vivekananda in standing position

5.1.2 Suggest location of installation of sculptures in university campus.

5.1.3 Suggest Architecture design/ size of pedestals on which the sculpture shall be installed along with its structural design/ drawing and supervision of pedestal work which will be executed by University at their own cost.

5.1.4 The University may at its discretion, hire the services of an independent agency for quality audit and / or assurance for checking and ensuring the quality to which the agency will render due assistance in discharge of their duties. They will also ensure compliance on their report.

**SECTION- 6**

***FINANCIAL PROPOSAL  
AND  
PAYMENT OF FEES***

## **6.0 FINANCIAL PROPOSAL:**

- 6.1 The Financial Bid will be submitted by the APPLICANT in the specified Performa as in **Section - 10**.
- 6.2 The financial proposal should be complete, unconditional and free from any computational errors.
- 6.3 The rate quoted by the contractor should be inclusive of all taxes, levies & freight etc complete. Nothing extra will be payable on this account. However, service tax paid if any shall be reimbursed on production of original receipt duly certified by the chartered accountant.
- 6.4 Service tax, as applicable, including cess thereon, shall be reimbursed by University on production of proper challan / receipt of payment of service tax by the APPLICANT.
- 6.5 The quoted fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract except for the fees/charges unless & otherwise mentioned in the bid document.
- 6.6 Omissions if any, shall not entitle Agency to be compensated. The liability to fulfil obligations as per scope of work within the quoted rates shall rest solely with Agency.
- 6.7 Agency shall not be entitled to any payment or remuneration, over and above the rates herein before stipulated, on account of any reason, visits by experts, accommodation, any incidental expenses etc.
- 6.8 Deductions on account of Income tax and other statutory provisions shall be made by The University, upon payment of fees or any other payments whatsoever to Agency, as per prevalent rules /provisions.
- 6.9 The stage wise payment as prescribed below shall be payable only on completion of the specified component of the work to the entire satisfaction of The University and in accordance with the terms of Contract and the Scope of work as enunciated in this document. University may at its own discretion and on specific request of Agency may allow part payment of any stage for the part component or phase of stage complete on pro rata basis. The request of Agency, however, shall not be binding upon the University to make any part payment.
- 6.10 All payments made by The University towards Agency for any purpose whatsoever shall be in Indian Rupees only.

6.11 Stage of Payment (%) of Total Fees

Stage	Stage of work	Release of payment
1	On receipt of sculpture at site (GGSIPU campus) and approval of sculpture by expert committee of GGSIPU	60% of the tendered amount on production of bank guarantee of equal amount for at least 3 months.
2	On getting satisfactory test report	20% of the tendered amount
3	On completion of work	20% of the tendered amount

6.16 In case of any doubt regarding the applicable cost estimate or extent of completion of works at any stage for calculation of due payment or otherwise, the decision of University shall be final and binding.



SECTION 7

***CONDITIONS OF CONTRACT***

## **7.1 General conditions**

- 7.1.1 The successful bidder (agency) may have to modify the design of sculptures as per the suggestion of expert committee and submit miniature model not less than 1 ft height (In clay / plaster of paris) within 10 days of award of work for approval. Work of production of sculpture shall be started only after final approval of the design & model by Expert committee of GGSIPU which will be conveyed by the Engineer in Charge. Nothing extra shall be paid on this account.
- 7.1.2 The ingredient of Bronze used in production of sculpture shall be as per specification. Engineer in Charge may get the ingredients tested from Laboratories approved by NABL or that approved by IPU. The agency will provide sample free of cost. If the test result is found in conformity with the specification, testing charges shall be borne by GGSIPU. If the test fails, the sculpture will be rejected and testing charges shall be borne by the agency.
- 7.1.3 The agency may produce the sculpture at site or in their factory. However, in case of production of sculpture in factory, the agency will bear the transportation charges. Nothing extra shall be paid on this account.
- 7.1.4 Expert Committee of GGSIPU may inspect the sculpture at site or factory before installation at their discretion. Sculpture will be accepted and allowed to install only if the Expert committee declare the sculpture satisfactory.
- 7.1.5 The agency will provide all architectural & structural details of pedestal required for installation of the sculpture within 15 days of award of work clearly mentioning the specific architectural / structural requirements which they deem necessary. University reserves the right to accept or reject the drawings provided by the agency and may ask them to revise. Pedestal shall be constructed by the GGSIPU on the basis of drawings finally approved by them. The agency will also supervise the construction work of pedestal for its structural & architectural soundness. No payment shall be made to the agency on this account. However, the cost of construction of pedestal shall be borne by the university.
- 7.1.6. Entire arrangement (labour/material/machine etc) for installation of sculpture over the pedestal shall be made by the agency at their cost. Nothing extra shall be paid on this account.

## **7.2 SPECIFICATION**

7.2.1 The sculpture shall be made of Bronze. The composition of Bronze should be as under:

Copper- 85% (Maximum allowable Range between 83% to 87%)

Tin - 5% (Maximum allowable Range between 4.9% to 5.1%)

Lead - 5% (Maximum allowable Range between 4.9% to 5.1%)

Zinc - 5% (Maximum allowable Range between 4.9% to 5.1%)

7.2.2 Sculpture having Bronze composition beyond above range shall not be accepted. Height of sculpture should not be less than 7'6" (Seven feet six inches).

7.2.3 Thickness of metal layer (Bronze) should not be less than 8 mm on sculpture.

7.2.4 Overall weight of the sculpture should not be less than 750 Kg.

### **7.3 Performance Guarantee**

7.3.1 The Applicant shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of 10 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period of 15 days with late fee of 0.1% per day of performance guarantee amount on written request of the contractor stating the reasons for delay in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the GGSIPU as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the GGSIPU to make good the deficit.

7.3.2 The Performance Guarantee shall be initially valid upto the stipulated date of

completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate or handing over of buildings, whichever is later, in Works Contract, the performance guarantee shall be returned to the contractor, without any interest.

7.3.3 The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the GGSIPU is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the applicant to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- b) Failure by the applicant to pay GGSIPU any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

7.3.4 In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the GGSIPU

7.3.5 In case the APPLICANT fails to deposit the performance guarantee within the specified period including the extended period, if any, University shall be at its full liberty to forfeit the full amount of earnest money deposited by the APPLICANT. Decision of University shall be final and binding.

#### **7.4 Recovery of Security Deposit**

7.4.1 APPLICANT whose tender(s) may be accepted shall permit University at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by University by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the GGSIPU as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the

applicant and the applicant shall forthwith on demand furnish additional security to the GGSIPU to make good the deficit.

- 7.4.2 All compensations or the other sums of money payable by the applicant 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 or may become due to the contractor by GGSIPU on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Registrar GGSIPU, 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 deposited at the time of purchase of tenders will be treated a part of the Security Deposit.
- 7.4.3 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.

## **7.5 Determination of Contract**

- 7.5.1 Subject to other provisions contained in this clause, the University may, without prejudice to his any other rights or remedy against the applicant in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- i) If the applicant having been given by the University a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
  - ii) If the applicant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- iii) If the APPLICANT has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the University (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the University.
- iv) If the APPLICANT persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him behalf by the University.
- vi) If the work is not started by the agency within 1/8<sup>th</sup> of the stipulated time

7.5.2 When the APPLICANT has made himself liable for action under any of the cases aforesaid, the University shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the applicant shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the GGSIPU.
- b) After giving notice to the applicant to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another applicant to complete the work. The applicant, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

7.5.3 In the event of above courses being adopted by the University, the applicant shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the applicant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the University has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

7.5.4 In case, the work cannot be started due to reasons not within the control of

the APPLICANT within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the applicant shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. The decision of University regarding validity of reasons for not starting the work shall be final and binding on the applicant.

- 7.5.5 In any case in which any of the powers conferred upon the University, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the applicant and the liability of the applicant for compensation shall remain unaffected.
- 7.5.6 Upon termination of the assignment for any reason whatsoever the Applicant shall deliver within 30 days to the university all drawings, designs and documents, correspondence, records, test results etc received or prepared by the applicant under or pursuant to or as a result of this agreement from anyone connected with this project.

## **7.6 Force-Majeure**

- 7.6.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, storm, flood or other adverse weather conditions (excluding monsoon), strikes, lockouts or other industrial action (except where such strikes, lockouts other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 7.6.2 Force Majeure shall not include
- (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Applicants or agents or employees.
  - (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
  - (iii) Insufficiency of funds or personnel or failure to make any payment required hereunder.
- 7.6.3 The failure of the agency to perform due to Force Majeure shall not be considered to be a breach of, or default under the Contract, provided that in

the opinion of The University which shall be final and binding, such an inability arises directly from an event of Force Majeure, and provided further that the agency has taken, to the entire satisfaction of The University, all reasonable precautions, due care and alternative measures, all with the objective of carrying out the work as per the terms and conditions of this Contract.

7.6.4 In the event of Force Majeure, the agency shall take all reasonable measures to minimize its inability to fulfil its obligations under the Contract with a minimum of delay. The Agency shall notify The University of such event as soon as possible and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Agency shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.6.5 The time period within which the Agency, pursuant to this Contract, is required to complete any action or task, but could not complete the same due to Force Majeure shall be considered by The University for Extension of Time, taking in to account the net effect of the event of Force Majeure and the measures taken by the Agency pursuant to para 7.6.4, if any, on the said time period.

7.6.6 In the event, that either party is prevented, wholly or partly, by any force majeure case, as defined above, from performing or accepting performance by the other party under the agreement, it is agreed that either party shall have the right to terminate the agreement immediately upon giving notice within 15 days occurrence of such event with full particulars of such act of force majeure in writing to the other party as soon as possible after the cause relied on subject to fulfilment of para 7.6.3 and in such an event, the applicant shall be entitled to the amount due to him as on that date, under this agreement.

#### 7.7 **Indemnity**

The agency shall be liable for and shall indemnify, the University in respect of all damages or injury to any of the applicant's personnel or properties assigned for this project.

#### 7.8 **Patents**

No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of the University if the terms of purchase involve or require the payment of license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to the university



## **7.9 TIME SCHEDULE THE PROJECT**

7.9.1 Date of start for execution of work shall be reckoned from the 10<sup>th</sup> day of the issue of letter of acceptance.

7.9.2 APPLICANT shall ensure completion of work within a period of 90 (Ninety) days reckoned from 10<sup>th</sup> day of award of work.

7.9.4 End of Defect Liability Period: Twelve months from the date of completion of Works by the agency.

### **7.10 Co-operation between Parties**

The University shall nominate officer(s) to represent it for the purpose of this agreement, and the name, designation, and address of the officer(s) so nominated shall be intimated to the Agency. Similarly, the Agency will nominate and intimate in writing particulars of an officer to represent it. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

### **7.11 Settlement of Disputes & Arbitration**

7.11.1 The parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with this contract or the interpretation thereof.

7.11.2 Except where otherwise provided in the Contract, all questions and disputes in relation to the Contract shall be dealt with as mentioned hereinafter:

- i) If the Agency considers any work demanded of him or any decision conveyed by the University in writing, or any action of The University to be in contravention of the terms & conditions of the Contract, Agency shall promptly within fifteen (15) days of occurrence of such dispute, request The University for settlement of dispute, failing which, the decision of The University shall be final, binding and conclusive and not referable to Dispute Resolution Committee or adjudication by the arbitrator.
- ii) In the event, the parties fail to resolve the dispute through the settlement proceedings mentioned at (i) above within 30 days of written request to the University, the parties will be at liberty to refer all such disputes or difference for adjudication through third party three members Dispute Resolution Committee (DRC) which will be appointed by The Vice Chancellor of the University. DRC shall hear to both the parties and issue its report declaring the outcome of the settlement proceedings.

- iii) In the event, the parties fail to resolve the dispute through the settlement proceedings mentioned at (ii) above, the parties will be at liberty to refer in writing to the Vice Chancellor within 60 days of issue of report of the DRC, for adjudication of all such disputes or difference through arbitration by a sole arbitrator appointed by The Vice Chancellor of the University. If the appointed sole arbitrator resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid and he shall proceed with the reference from the stage at which it was left by his predecessor.
- iv) The party invoking arbitration shall give a list of disputes including the details of the amounts claimed – if any in respect of each such dispute.

7.11.3 It is also a term of this contract that if the Agency does not make any demand for appointment of third party dispute resolution committee/ arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the Agency shall be deemed to have been waived and absolutely barred and the GGSIPU shall be discharged and released of all liabilities under the contract in respect of these claims.

7.11.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. It is also a term of the Contract that fees, if required to be paid to the arbitrator shall be as laid down by the Indian Council of Arbitration and shall be shared equally by each of the parties.

7.11.5 It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be University campus at sector 16 C , Dwarka, New Delhi or such place as may be fixed by the arbitrator in his sole discretion.

7.11.6 University may in its discretion, require the Agency to continue the work under Contract pending decision of the DRC/Arbitrator on the dispute(s) and if the Agency stops or suspends the work, it shall be treated as breach on its part

and in such event, The Institute will be entitled to stop any payment as may be due to the Agency and appropriate as much part of the said Performance Guarantee as The University considers reasonable to set off the loss caused to it due to the said stoppage/suspension of work.

7.11.7 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

7.11.8 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

7.11.9 All disputes are subject only to the courts at Delhi.

## **7.12 Foreclosure of Contract due to Abandonment or Reduction in Scope of work**

7.12.1 If at any time after acceptance of the tender, University shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the University shall give notice in writing to that effect to the Agency and the Agency shall act accordingly in the matter. The Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any payment or profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

7.12.2 The university shall be entitled to recover or be credited with any outstanding balances due from the Agency for advance paid and / or any other sums which at the date of termination were recoverable by the University from the Agency under the terms of the contract.

7.13 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post acknowledgement due, email, telex, telegram or facsimile to such Party at the

last known address of the addressee party/person.

#### **7.14 Cancellation of contract in full or part**

If APPLICANT:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the University; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the University; or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the University; or
- iv) shall offer or give or agree to give to any person in University service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for University; or
- v) shall enter into a contract with University in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the University; or
- vi) Shall obtain a contract with University as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of this estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) being a company, shall pass a resolution or the Court shall make an

order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

- ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the University;

The University may, without prejudice to any other right or remedy which shall have accrued or shall accrue, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract. The University shall on such cancellation have powers to:

- a) take possession of the site and/or
- b) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the University shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by University. In determining the amount, credit shall be given to the Agency for the value of the work executed by him up to the time of cancellation.

Any excess expenditure incurred or to be incurred by University in completing the works or part of the works or the excess loss or damages suffered or may be suffered by University as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to University in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient, the Agency shall be called upon in writing and shall be liable to pay the same within 30 days.

If the APPLICANT fail to pay the required sum within the aforesaid period of 30 days, the University shall have the right to recover in accordance with the provisions of the contract.

### **7.15 Compensation for Delay**

7.15.1 If the applicant fails to ensure the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the university on account of such breach, pay as agreed compensation the

amount calculated at the rates stipulated below as the University (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below or that the work remains incomplete.

7.15.2 This will also apply to items or group of items for which a separate period of completion has been specified.

i) Compensation for delay in work @ 1.5% of tendered amount per month of delay to be computed on per day basis

7.15.3 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

7.15.4 The amount of compensation may be adjusted or set-off against any sum payable to the Applicant under this or any other contract with the GGSIPU.

## **SECTION 8**

### ***FORMS***

**LETTER OF TRANSMITTAL**  
**(To submitted on letter head of applicant)**

**To**

The Executive Engineer  
University Works Division  
GGSIPIU, Dwarka, New Delhi – 110078

**Subject:** Submission of bids for the work of **“Design, production and installation of Bronze Sculpture at GGSIPU campus, Sector 16 C, Dwarka, New Delhi.”**

Sir,

Having examined the details given in press notice and Request For Proposal document for the above work, I/we hereby submit the RFP bid and other relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed forms **1 to 8** and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the University to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
4. I/we also authorize the University to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. We accept to abide by the terms and conditions of the selection process.
6. We give consent for public exhibition and publication of the material submitted by us and shall not claim any royalty from University in this regard.
7. I/we submit the required documents in support of our suitability, technical knowledge and capability in **Form 1 to 8** at Page \_\_\_\_\_ to \_\_\_\_\_.

Date of submission:

Signature(s) of Bidder(s).



**FINANCIAL INFORMATION**

Financial Analysis – Details to be furnished duly for the last consecutive five years duly certified by the Chartered Accountant.

S.No.	Particulars	2012-13	2011-12	2010-11	2009-10	2008-09
1	Gross Annual turnover. (Rs Lac)					
2	Profit / Loss (Rs Lacs)					

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s/  
Sh.....  
..... having marginally noted address, a customer of our bank are/is respectable and  
can be treated as good for any engagement up to a limit of Rs.....  
(Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of  
the officers.

(Signature)  
For the Bank

**NOTE**

- (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**APPLICANT PROFILE**

<b>S.No.</b>	<b>Details</b>
<b>1</b>	Name of Applicant:
<b>2</b>	Legal status of the Bidder (attach copies of original document defining the legal status) a) An Individual b) A proprietary firm c) A firm in partnership d) A limited company or Corporation e) A Public Sector Undertaking of central/state Government f) An autonomous organisation of central/state Government g) A central/ state Government Department
<b>3</b>	Particulars of Registration / Commencement of Operation a) Place of Registration b) Date of Registration c) Issuing Authority d) Registered Address
<b>4</b>	Particulars of Applicant a) Name and Designation of the Contact Person b) Address, Telephone No., Fax, E mail of Contact Person c) Delhi Branch Office d) PAN No. e) TIN No. / VAT No. f) Service Tax No.
<b>5</b>	Number of years the applicant has been in operation : S.no.                      Under the Name                      Period of Operation

Stamp &amp; Signature(s) of Bidder(s)

Note: Copies of relevant registration, documentary proof of commencement of operation, no of years in operation, copy of acknowledgement of income tax return, legal status of the applicant, PAN No., TIN No., Service Tax No. to attached duly signed by the bidder.

**FORM '4'****DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE  
LAST SEVEN YEARS ENDING LAST DAY OF MAY 2013**

S.No.	Name of work / project and location	Owner or sponsoring organization	Whether Owner/APPLICANT is Central / State Govt Department or Central / State Undertaking, Central / State Autonomous body	Cost of work in Rs Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name & Address / telephone number of officer to whom reference may be made	Performance rated by the client	Remarks
1	2	3	4	5	6	7	8	9	10	11

**Signature(s) of Bidder(s)**

Note :

1. Only those works which meet the eligibility criteria should be included in the list in above format. Similar class of work shall be as per para 2.1.2(e).
2. The relevant technical details of the each work and general / special features of the project along with quantity and value to establish similarity of work must be shown in column 11 as per format below.
3. Performance report of each work issued by officer of rank of Executive engineer of equivalent in Form 5 to be attached. Works mentioned above without proper performance certificate shall not be considered for evaluation.

**PERFORMANCE REPORT OF WORKS COMPLETED  
AND REFERRED IN FORM '4'**

1. Name of Applicant :
2. i) Name of work/ Project & Location :  
ii) Name of Client and Address :
3. Agreement No./ Work Order No. :
4. Name of contractor (s) :
5. Estimated Cost of project supervised by Applicant : Rs.
6. Tendered Cost of project supervised by applicant : Rs.
7. Actual cost of completion : Rs
8. Date of start :
9. Date of completion of project  
i) Stipulated date of completion :  
ii) Actual date of completion :
10. Amount of compensation levied on applicant : Rs  
for delayed completion, if any
11. Consultancy Fees : Rs
12. Overall Performance Report of Applicant considering quality of work, financial soundness, technical proficiency, resourcefulness and general behaviour

Excellent/Very Good/Good/Fair/Poor  
(Strike off whichever is not applicable)

Dated :

(Signature & Stamp of Executive Engineer or Equivalent)

Note :

1. This FORM should be submitted separately for each work completed by the applicant during last 07 (seven) years and the works indicated in FORM'4'.
2. This FORM shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.
3. The above certificate can be in any form, but should contain all the information as above.
4. Information given above may be verified by the owner.
5. In case nothing is mentioned regarding overall performance same shall be considered as Poor and evaluated accordingly.

**UNDERTAKING**

**(To be submitted on letter head of applicant)**

I /We undertake as under:

- a) I/We have not been blacklisted / debarred by any Department / Organization.
- b) There is no case of bad performance for the works supervised by me / us.
- c) That I / We have not left any work incomplete.
- d) That no work supervised by me / us has been rated poor / bad quality.
- e) That I /We not have either failed to perform on any agreement, or been expelled from any project or agreement or have any agreement terminated for breach of contract on our part.

Signature(s) of Bidder (s)

**CV OF SCULPTUOR**

- a) Name of the Individual :
- c) Education Qualification :

S.no.	Name of Degree / Examination	Board	Year of Passing	Remarks
1	Ph D in fine arts			
1	Post Graduation in fine arts			
2	Graduation in fine arts			

\* Give details of field of specialization / education

- d) No of Years Professional Experience:
- e) Details of Experience:
- f) Awards

S.no.	Name / Details of Award	Whether state level / National level	Year in which awarded	Issuing organization with name of contact person, address and contact no.

Note: Attach certificate of award in each case

**UNDERTAKING**

**(To be submitted on letter head of applicant)**

I/We have read and examined the Request for Proposal (RFP) for Project Management Consultancy Assignment, Eligibility Criteria, Proposal Conditions, Scope of Work, General Conditions and Instructions, Submission of Proposal, Evaluation Criteria and all other contents in the tender document etc appended in the Tender Documents and full cognizance taken thereof for arriving at rate tendered, contained herein my/our tender and also declare that the statements made and the information provided in the duly completed two bid offers are true and correct in every detail.

I/We agree to keep the tender open for one hundred twenty (120) days from the date of opening of technical proposal and not to make any modifications in its terms and conditions and rates quoted etc.

A sum of Rs.....is hereby forwarded in the shape of Demand Draft/Pay Order as earnest money. 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 earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein. 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 RFP 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 to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Signature(s) of Bidder(s)**

Date\_\_\_\_\_

Witness:

Address:

Occupation:



**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 (indicate the name of the Bank)

to 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 (indicate the name of the Bank)

due and 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 ..... (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 **Registrar, GGSIPU** (hereinafter called "**University**") in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said **University** the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of .....20...

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Engineer-in-Charge **either** up to the above amount **or part thereof** 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 of 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.

SECTION 9

***FINANCIAL BID***

## FINANCIAL BID

**Name of work: "Design, production and installation of Bronze Sculpture at  
GGSIPIU campus, Dwarka, New Delhi."**

<b>Item No</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Design, production, supply and installation of 7'-6" high 3-dimensional Bronze sculpture of the following personalities as per the specification, terms and conditions appended with the RFP and as per direction of Engineer in Charge complete (Excluding cost of pedestal which will be constructed by University separately)				
1.1	Statue of standing (dandi march) Gandhiji made in Bronze of minimum weight 750 kg and minimum 8mm shell thickness	1	Each		
1.2	Statue of standing Swami Vivekanand made in Bronze of minimum weight 750 kg and minimum 8mm shell thickness	1	Each		

Signature(s) of Bidder(s)