

INDEX

Name of Work: **Packing, Loading, Shifting, Unloading, Unpacking and Placing of Furniture, Office / Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.**

S.No.	Description	Page Nos.
1.	Notice Inviting e-Tender for Website	02-04
2.	Information and Instructions for Contractors for E-Tendering Forming Part of NIT	05-06
3.	Notice Inviting e-Tender	07-12
4.	General Rules and Directions	13-15
5.	Conditions of Contract	16-19
6.	Form of Performance Security	20-21
7.	Special Conditions & Technical Specifications	22-24
8.	Letter of submission	25
9.	Schedule of Quantities	26-27
10.	Declaration for Fair Business by the Contractor / Agency	28

NOTICE INVITING e-TENDER

The Registrar on behalf of the GGSIPU invites online bids from specialized agencies dealing carriage of materials, fulfilling the set eligibility criteria, in two bid System (eligibility & Price Bid) for following work(s):-

S. No.	NIT No.	Name of Work & Location	Estimated cost put to bid	Earnest Money	Last date & time of submission of bid	Period during which EMD, and other Documents shall be submitted to the Registrar	Time & date of opening of Eligibility bid
1	2	3	4	5	7	8	9
1	GGSIPIU/GA/Shifting of USAP/2014-15/(2)/	Name of Work: Packing, Loading, shifting, unloading, unpacking and placing of furniture, office/laboratory equipments etc from USAP at Kashmere gate to GGSIPU campus at Sector-16C, Dwarka, New Delhi.	Rs.4,20,000/-	Rs. 8,400/-	Upto 05/12/2014 15:00 hrs	Upto 05/12/2014 15:00 hrs	05/12/2014 15:30 hrs

1. The work involves '**Packing, Loading, Shifting, Unloading, Unpacking and Placing of Furniture, Office/Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.**
2. The specialized agencies that fulfill the following requirements shall be eligible to apply (Joint ventures are not accepted):
 - a) Should have satisfactorily completed the works as mentioned below during the last 7 years ending last day of receipt of tender.
Three similar works each costing not less than Rs. 1,68,000/- or Two similar works each costing not less than Rs.2,52,000/- or one similar work costing not less than Rs.3,36,000/-.
The value of executed work shall be brought to current costing level by enhancing the completion value of work at simple rate of 7% per annum calculated from date of completion upto last date of submission.
Similar works shall mean "**Packing, Loading, Unloading, Unpacking and Shifting of Furniture, Office/Laboratory Equipments in Central Govt. /State Govt./ Autonomous Bodies/Universities/Hospitals/Research Institutes/ Private institutions.**"

In case of private establishment, copy of form 26A / TDS certificate issued by client for same work shall be submitted.

Copies of performance certificate issued by the officers of the client department of the rank of Executive Engineer or equivalent will have to be submitted. Performance certificate must indicate date of completion, nature of work (to establish similar work), name and address of client, value (completion) of work.

- b) The bidder must have atleast 5 numbers of owned vehicles (Trucks of capacity not less than 16 ft X 6 ft X 6 ft)). **(Copy of Registration Certificate to be uploaded)**
- c) Should have valid DVAT registration & upto date DVAT return of last quarter. (Copy of DVAT registration and return of last quarter to be uploaded)
- d) Should have valid Pan No. (Copy of PAN card to be uploaded)
- e) Should not have been blacklisted by any organization.
- f) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

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

- 3. The intending bidder must read the terms and conditions of the bid. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 4. Information and instructions for bidders shall form part of bid document.
- 5. The bid document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in free of cost.
- 6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

7. Contractor can upload documents in the form of **PDF** format.
8. Contractor must ensure to quote rate of each item.
Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
9. Eligibility bid will be opened first on due date and time as mentioned above. Price bid of only those bidders shall be opened whose eligibility documents are found in order and approved by Competent Authority. Time and date of opening of price bid will be intimated to those bidders who are found eligible.
- 10. Self attested copy of List of Documents to be scanned and uploaded within the period of bid submission:**
 - i. EMD in favour of Registrar, GGSIPU.
 - ii. Registration certificates of owned vehicles (Trucks of capacity not less than 16 ft X 6 ft X 6 ft)
 - iii. Certificate of Registration for DVAT under WCT.
 - iv. Acknowledgement of up to date filed DVAT return of last quarter.
 - v. PAN Card.
 - vi. Affidavit for not subletting the work.
 - vii. Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
 - viii. Form 26 A / TDS certificate issued by client.
 - ix. Declaration for fair business by the contractor / agency.
 - x. Detail of employees i.e. the drivers / movers who are involved with the contractor / agency.

The bid of the firm uploading the incomplete or illegible documents will be summarily rejected.

Registrar

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR
e- TENDERING FORMING PART OF NIT**

1. Information and instructions for contractors will form part of NIT.
2. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.
3. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
4. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
5. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
6. On opening date, the contractor can login and see the bid opening process.
7. Contractor can upload documents in the form of **PDF** format.
8. It is mandatory to upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and shall be rejected.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and shall be rejected.
10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and shall be rejected.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".
Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as **"0" (ZERO)**.

12. **Payment of cost of tender documents:-** The collection of cost of tender document is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view / download the tender documents, from the <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in.
13. **Submission of bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the tender documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the <http://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.
14. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of Demand Draft/Pay Order/FDR of a scheduled bank issued in favour of Registrar, GGSIPU, New Delhi. Zerox copy of the DD/Pay Order / FDR is to be scanned and uploaded alongwith the Bid, and the original Treasury Challan / Pay Order / FDR shall be sent to the office of Registrar, GGSIPU so as to reach before the date and time mentioned in NIT. Failure to furnish the original DD/Pay Order/FDR/BG as EMD and other documents before date and time mentioned in NIT will entail rejection of bids.
15. **Price Bid Opening:-** The Price Bids will be opened online by the Registrar, GGSIPU at the specified date & time and the result will be displayed on the <http://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
16. **Processing of Tenders:** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
17. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
- i) Bidders can come to the place of opening of bids (electronically) as done in the conventional tender process.
 - ii) Bidders can see the process online.
18. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional tenders.



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

Name of Work: **Packing, Loading, Shifting, Unloading, Unpacking and Placing of Furniture, Office / Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.**

Volume - I

General Conditions

Special Conditions

Particular Specification

Notice Inviting e-Tender

Item rate tenders are invited on behalf of GGSIPU from specialized agencies dealing in carriage of materials for the work:-

Name of Work: Packing, Loading, Shifting, Unloading, Unpacking and Placing of Furniture, Office / Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.

The work is estimated to cost **Rs.4,20,000/-**. This estimate, however, is given merely as a rough guide.

Eligibility

The specialized agencies that fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

a) Should have satisfactorily completed the works as mentioned below during the last 7 years ending last day of receipt of tender.

Three similar works each costing not less than Rs. 1,68,000/- or two similar works each costing not less than Rs.2,52,000/- or one similar work costing not less than Rs.3,36,000/-.

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

Similar works shall mean "**Packing, Loading, Shifting, Unloading, Unpacking and Placing of Furniture, Office / Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.**"

In case of private establishment, copy of form 26A / TDS certificate issued by client for same work shall be submitted.

Copies of performance certificate issued by the officers of the client department of the rank of Executive Engineer or equivalent will have to be submitted. Performance certificate must indicate date of completion, nature of work (to establish similar work), name and address of client, value (completion) of work.

b) The bidder must have atleast 5 numbers of owned vehicles (Trucks of capacity not less than 16 ft X 6 ft X 6 ft)). **(Copy Registration Certificate to be uploaded)**

c) Should have valid DVAT registration & upto date DVAT return of last quarter. (Copy of DVAT registration and return of last quarter to be uploaded)

d) Should have valid Pan No. (Copy of PAN card to be uploaded)

e) Should not have been blacklisted by any organization.

f) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

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

1. Agreement shall be drawn with the successful bidder on stamp paper of Rs. 100/-. The bid document shall form part of the agreement.
2. The agreement shall be valid for one year from the date of award of the work. The University reserves the right to get the work executed as and when required with a short notice of 2 (two) days.
3. Tender documents consisting of the schedule of quantities of the various types of items to be executed and the set of terms and conditions of contract to be complied with and other necessary documents can be seen from website <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in free of cost.
4. After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
5. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. Earnest money deposit amounting to **Rs. 8,400/-** in the form of Demand Draft or Pay order or fixed deposit receipt (**drawn in favour of Registrar GGSIPU, New Delhi**) shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of **the Registrar, GGSIPU, Sec 16C Dwarka Campus** New Delhi-110078 in separate envelope marked 'EMD'.

Copy of performance certificates of similar work, registration certificate of trucks, Form 26A / TDS Certificate, copy of the following documents shall be scanned and uploaded on e-tendering website within the period of tender submission. Copies of these documents shall be submitted in envelope marked as other eligibility documents upto the period of submission.

- i. EMD in favour of Registrar, GGSIPU.
- ii. Registration certificates of owned vehicles (Trucks of capacity not less than 16 ft X 6 ft X 6 ft)

- iii. Certificate of Registration for DVAT under WCT.
- iv. Acknowledgement of up to date filed DVAT return of last quarter.
- v. PAN Card.
- vi. Affidavit for not subletting the work.
- vii. Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
- viii. Form 26 A / TDS certificate issued by client.
- ix. Declaration for fair business by the contractor / agency.
- x. Detail of employees i.e. the drivers / movers who are involved with the company.

The firm uploading the incomplete or illegible documents will be summarily rejected.

Both the envelopes i.e. envelope marked EMD and envelope marked other eligibility documents shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Registrar GGSIPU, New Delhi, upto the period for submission.

In case of non submission of original EMD, the bidder shall be considered as ineligible.

Online price bid submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents placed in the envelope are found in order and meets the eligibility criteria.

The bid submitted shall be opened at 03.30 P.M. on 05/12/2014

7. The bid submitted shall become invalid if:
 - i. The bidder is found ineligible.
 - ii. The bidder does not upload all the documents as stipulated in the bid document.
 - iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
 - iv. If the bidder does not submit hard copies of other documents and /or EMD in original before the last date as notified.

8. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within 3 (three) days of issue of award letter. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank/ Banker's cheque of any scheduled bank /

demand draft of any scheduled bank / pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the above mentioned period, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

9. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.
10. The Competent Authority on behalf of the Registrar of GGSIPU, does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The Competent Authority on behalf of the REGISTRAR GGSIPU reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to tender for works in the GGSIPU, responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to

any gazetted officer in GGSIPU, Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

14. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
15. The tender for the works shall remain open for acceptance for a period of **ninety days** from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
16. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the part of the tender as uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

**Registrar
GGSIPU**

GENERAL RULES AND DIRECTIONS

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited at the time of purchase of tender. The performance Guarantee to be deposited by the successful tenderer and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be opened for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantity form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded at the time of purchase of tender shall thereupon be given to the contractor. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
9. Only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the contractor does not work out the amount of an item or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
10. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted on the tender form (i.e. Schedule of Quantities Vol. II). The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of

quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12. The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in the bid document in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU.

The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rate of 5% and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Fixed Deposit Receipt of a Scheduled Nationalized Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

The security deposit shall be released after issue of completion certificate from the competent authority and issue of certificate from the Dean, USAP that the work has been completed satisfactorily and there is no damage to the materials shifted and there is no damage to the floors, walls etc due to the shifting.

13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Officer-in-Charge.
15. Sales Tax / VAT, Service Tax, purchase tax, turnover tax or any other tax in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of the GGSIPU and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The Site / Location shall mean the places where work is to be executed under the contract.
 - iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - iv) The GGSIPU means the Guru Gobind Singh Indraprastha University represented by the Registrar and his successors.
 - v) The Competent Authority / Officer-In-Charge shall mean the Registrar, GGSIPU or his authorized representative.
 - vi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers, with the amendments thereto issued upto the date of receipt of the tender.
 - vii) Department means Guru Gobind Singh Indraprastha University or authorized by GGSIPU to work on their behalf.
 - viii) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.

- ix) Tendered value means the value of the entire work as stipulated in the letter of award.

3. scope of work

Guru Gobind Singh Indraprastha University has been established by Govt. of Delhi under the provision of Guru Gobind Singh Indraprastha University Act, 1998. The University is recognized by the University Grant Commission (UGC), India under Section 2(f) and 12(b) of the UGC Act. It's USAP which is at present functioning from Kashmere Gate Campus is proposed to be shifted to Dwarka Campus at Sector 16C, Dwarka.

The scope of work covered under this tender shall include but not limited to:

- (i) Packing, loading, Shifting, un-loading, unpacking and placing at designated location by manual and mechanical means and other incidental / necessary works of furniture items (tables, chairs etc.), office equipments (computers, printers, photocopiers, Fax Machines etc.) laboratory equipments and workshop machinery, office stationery & records from USAP at Kashmere Gate to GGSIPU Campus at Sector 16C, Dwarka, New Delhi by trucks of size not less than **16'X6'X6' (LXBXH)**.
- (ii) Complete Dismantling of Furniture & Lab. /office equipments / Assembly etc. wherever required
- (iii) Permission from the Traffic/ Transport Department etc. will be taken by the bidder.
- (iv) Transport arrangement with deployment of atleast 05 nos. of trucks of desired capacity during peak days of shifting including adequate labours and supervisor as desired by the competent authority.
- (v) Deployment of Minimum four experienced labourers with each truck.
- (vi) The goods to be wrapped with ballooning paper, HM laminate foams, corrugated sheets, thermacol sheets, air bubble wrapping material, waterproof, moisture free, wherever required so that the goods are protected from jerks during shifting and are delivered to the destination without damage.
- (vii) While re-allocation of the office goods & laboratory equipments etc. agency should ensure that all the items have to be moved and delivered on scheduled date, time and place.
- (viii) While shifting the goods, agency should protect the floors, walls and door etc.

4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
5. It is obligatory on the part of agency to abide by all the relevant central and state statutory laws and rules and University will not be responsible for any dispute arising out of non compliance of any of such laws and regulations. In the event of any such dispute, the University is authorized to settle the dispute on your behalf at your risk and cost.
6. All disputes are subject to the jurisdiction of the Court in the City of Delhi.
7. Supervision and monitoring of the shifting process will be through the School level / Department level Shifting Committee. Shifting process shall include Packing & Loading and further unpacking, un-loading and relocation at Dwarka Campus. The members of the Committee will supervise, instruct & guide the agency about removal of items from Kashmere Gate & installation at Dwarka campus of furniture & lab. / Office equipments assembly.
8. The agency will verify the Inventory of office equipment and lab equipment with the University School Level / Department Level Shifting Committee for Accountability Purpose in event of loss/ damage to item during the process.
9. The packing of items & loading in each truck from Kashmere Gate, the trucks should reach Dwarka preferably within working hours and the unloading to be done on the same day.
10. The agency shall arrange to shift the Furniture & Lab. / office Equipments / Assembly etc. from the designated area within three days of date of intimation to them. The shifting then shall be carried out as per schedule intimated. In case of default. Penalty of Rs. 5000/- per day will be imposed on the agency. In the event of continued default of 10 days, the University may at its discretion cancel the contract. In the event of cancellation of contract, University reserves the right to forfeit the performance guarantee deposited by the agency without any notice.
11. The shifting has to be done carefully so that no damages occur, however, otherwise, liquidated damages will be recovered from the contractor.
12. The agency will be solely responsible for safe & secure transit of Goods to the satisfaction of the University. In event of any damages, the loss will be

- charged by the University in any manner as deemed fit by the University.
13. The agency shall indemnify University against all loses, it has suffered during any accident/incident during the execution of this job.
 14. The agency is required to take all safety and security measures of men and materials for covering the staff and worker with suitable insurance policy. ESI/Provident Fund and all other statutory State / Central rules and regulations at their own cost.
 15. All associated activities required for obtaining necessary clearances. Permissions, approvals, all licenses from local bodies etc. required for execution of this work shall be responsibility of the Agency and cost of which shall be deemed to be included in the rates.
 16. Any time after award of work, University may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the woks to be carried out, the agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
 17. During execution of the work the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.
 18. The above items are to be brought in "As is where is Condition" to the new site at Dwarka and stacked / relocated as desired by the concerned department/ school.
 19. The total work has to be completed in phases and preferably during office hours, agency has to arrange number of vehicles, labour, packing material etc, accordingly. The successful bidder has to make agreement on Rs. 100/- Stamp Paper agreeing all the terms and conditions of tender document at its own cost.
 20. In all matters, the orders/ interpretation of the Competent Authority of the University shall be final & binding on the Agency.

Form of Performance Security (Guarantee)
Bank Guarantee Bond

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

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

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

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

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

4. We, ----- further agree that the guarantee herein contained shall
(indicate the name of the Bank)

remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-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

Special Conditions

Special Conditions

- 1.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials and other inputs involved in the execution of the items.
- 2.0 The contractor or his authorized representative should always be available at the site of work to take instructions from the Competent Authority and ensure proper execution of work.
- 3.0 No work shall commence in the absence of contractor's authorized representative.
- 4.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 5.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Officer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 6.0 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities shall be the responsibility of the contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities.
- 7.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.
- 8.0 The site may be at one or more places within the campus and at any floor upto ten levels for which nothing extra shall be paid.
- 9.0 Cess @ 1% of gross value of work done shall be deducted from the payment as per Delhi Building & other Construction Workers Welfare Cess Act 1996 besides other statutory deduction like income tax, VAT etc.
- 10.0 The rates quoted by the contractor shall be all inclusive keeping in mind the specifications, special conditions and technical specifications and nothing extra shall be payable whatsoever, unless otherwise specified.
- 11.0 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.
- 12.0 Contractor shall have to make own arrangement for water & electricity, otherwise 1% of gross amount shall be deducted from the dues of the contractor.

13.0 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.

LETTER OF TRANSMITTAL

From:-

M/s _____

To,

The Registrar,
GGSIU University,
Sector- 16C, Dwarka,
New Delhi-110078

Sub: Submission of tender document for the engagement of packing & moving agency for shifting of furniture, office / laboratory equipments from Kashmere Gate to Dwarka Campus, Sector-16C, New Delhi-110 078.

Sir,

Having examined the details given in tender document for the above work, I / we have submitted bid online and hereby submit the relevant information:

1. I / we hereby certify that all the statement made and information supplied in the enclosed annexures / forms 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 also authorize the GGSIU to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I / we have read and examined the NIT, all terms & conditions and other contents of tender document.

Volume II

Schedule of Quantities

Schedule of Quantity

Name of Work: **Packing, Loading, Unloading, Unpacking and Shifting of Furniture, Office / Laboratory Equipments etc. from USAP at Kashmere Gate to GGSIPU Campus at Sector-16C, Dwarka, New Delhi.**

S. No.	Description of work	Quantity	Unit	Rate In figures (Rs)	Rate In words (Rs)	Amount (Rs)
1	Shifting of furniture items (tables, chairs etc.), office equipments (computers, printers, photocopiers, Fax Machines etc.) laboratory equipments, workshop machinery, office stationery & records including packing, loading, un-loading, unpacking & placing at desired location by manual & mechanical means & other incidental / necessary works, from USAP at Kashmere Gate to GGSIPU Campus at Sector 16C, Dwarka, New Delhi by trucks of capacity not less than 16 ft X 6 ft X 6 ft (LXBXH) .	35 truck	Each truck load			
	TOTAL					

Note: The rate includes all taxes i/c service tax and octri.

**Registrar
GGSIPU**

DECLARATION FOR FAIR BUSINESS BY THE AGENCY

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

This is to certify that We, M/s _____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.

SEAL, SIGNATURE & NAME OF THE CONTRACTOR
(Signing this document)