

## NOTICE INVITING TENDER

F.No.GGSIPU/UWD/2014/3875-3877

Dated: 12/03/2014

The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders from Manufacturers/Authorized Dealers/Distributors of Philips/Havells/Bajaj for the supply of materials.

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Time of completion	Last date & Time	Time & date of submission & opening of tender
						Issue of tender documents	
1	2	3	4	5	6	7	8
1	21/EE/UWD/Elect/2013-2014	RMO at GGSIP University, Dwarka Campus, New Delhi <b>SH:</b> Procurement of Material for External Street Lights	Rs. 4,57,000/-	Rs. 9,140/-	7 days	18/03/2014 4:00 PM	19/03/2014 upto 3:00PM 19/03/2014, 3:30 PM

The tender forms and other details can be obtained from the office of the EE on payment of Rs.500/- in form of Demand Draft in favour of Registrar, GGSIPU. Tender can also be downloaded from website [www.ipu.ac.in](http://www.ipu.ac.in) In case of downloaded tender, tender processing fee shall be paid alongwith the bid.

The tender shall be submitted in three separate envelopes. In first envelope there shall be earnest money and tender processing fee in case of downloaded tender documents. This envelope shall be marked as "Earnest Money". Eligibility documents i.e. copy of valid certificate of authorized dealer/ distributors/ original manufacture of Philips/Havells/Bajaj makes, copy of Registration with sales tax department, copy of the VAT return of last quarter, copy of PAN number duly attested by Gazetted Officer/ Notary/ Magistrate shall be place in second envelope along with blank tender document duly signed on each. This envelope shall be marked "Eligibility". Duly filled in financial bid shall be placed in third envelope duly marked "Financial Bid".

The earnest money shall be in shape of Fixed Deposit receipt of a Scheduled Bank or Demand Draft of a scheduled Bank issued in favour of Registrar, GGSIPU. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lacs, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee.

All the three envelopes duly sealed marked as **Earnest Money, Eligibility** and **Financial Bid** shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. Envelope marked eligibility of only those bidders shall be opened whose earnest money and tender processing fee is found in order. The envelope marked Financial Bid shall be opened whose Earnest Money and Eligibility, placed in first and second envelopes are found to be in order.

**-Sd-**  
**Executive Engineer**  
**University Works Division**

Copy to:

- 1) Div Accountant, GGSIPU
- 2) AE (E), GGSIPU
- 3) Server In charge, GGSIPU – With a request to upload on website

**-Sd-**  
**Executive Engineer**  
**University Works Division**



# **GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY**

## **Tender Document**

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

Sub Head: Procurement of Material for External  
Street Lights

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

Document Fee : Rs 500.00 (Non-refundable)

**Volume - I**  
**General Conditions**  
**Special Conditions**  
**Particular Specification**

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

**Sub Head:** Procurement of Material for External Street Lights

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## ***NOTICE INVITING TENDER***

1. The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders from Manufacturers/Authorized Dealers/Distributors of Philips/Havells/Bajaj for the supply of materials for the work of :-

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

**Sub Head:** Procurement of Material for External Street Lights

The certificate of the Manufacturers/Authorized dealers/Distributors should be valid on the last date of sale of tenders. In case only the last date of sale of tender is extended, the enlistment of authorized dealer/ distributor should valid on the original date of sale of tenders.

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

2. The work is estimated to cost **Rs. 4,57,000/-**. This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the EE(E)/UWD between hours of 11:00 AM to 4:00 PM everyday except on Sundays and Public Holidays. Tender is also available on website [www.ipu.ac.in](http://www.ipu.ac.in).
5. Desirous agencies may obtain tender document on request in writing from University Works Division, Ground Floor, Library Block, GGSIPU, Dwarka, New Delhi – 110075 on any working day between 1000 Hrs. (IST) to 1600 Hrs. (IST) upto **18/03/2014** on payment of non-refundable fee of **Rs.500/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi. Tenders can also be downloaded from the website [www.ipu.ac.in](http://www.ipu.ac.in). In case of downloaded tenders, demand draft of **Rs. 500/-** shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Registrar, GGSIPU payable at New Delhi.

Applications for issue of forms shall be received by **18/03/2014** (11:00 AM) and tender documents shall be issued by **18/03/2014**. (4:00 PM).

6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs.9,140 (Rupees Nine Thousand One Hundred Forty Only)** in the shape of fixed deposit receipt of a scheduled bank or demand draft of a scheduled bank issued in favour of Registrar, GGSIPU. **50%** of earnest money or **Rs.20,00,000/-**, whichever is less, will have to be deposited in the shape prescribed above and balance amount of the earnest money can be accepted in the form of Bank Guarantee issued by scheduled bank having validity of 6 months or more from the last date of receipt of tenders.
7. The tender shall be submitted in three separate envelopes. In first envelope there shall be earnest money and tender processing fee in case of downloaded tender documents. This envelope shall be marked as "Earnest Money". Eligibility documents i.e. copy of valid certificate of authorized dealer/ distributors/ original manufacture of Philips/Havells/Bajaj makes, copy of Registration with sales tax department, copy of the VAT return of last quarter, copy of PAN number duly attested by Gazetted Officer/ Notary/ Magistrate shall be placed in second envelope along with blank tender document duly signed on each. This envelope shall be marked "Eligibility". Duly filled in financial bid shall be placed in third envelope duly marked "Financial Bid". All the three envelopes duly sealed marked as Earnest Money, Eligibility and Financial Bid shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. Which will be received by the EE/UWD upto 3:00 PM on **19/03/2014** and will be opened by him or his authorized representative in his office on the same day at 3:30 PM. Envelope marked eligibility of only those bidders shall be opened whose earnest money and tender processing fee is found in order. The envelope marked Financial Bid shall be opened whose Earnest Money and Eligibility, placed in first and second envelopes are found to be in order.
8. The time allowed for carrying out the work will be **7 days** from the date of start as defined in Schedule 'F' or from the first date of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the tender documents.
9. The site of work is available.
10. Last date for submission of tender document is **19/03/2014 upto 15.00 Hrs.**
11. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than **Rs.1,00,000/-**) or Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.
12. The description of the work is as follows:  
**Name of work: RMO GGSIP University, Dwarka Campus, New Delhi**  
**Sub Head: Procurement of Material for External Street Lights**
13. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of Executive Engineer, UWD. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation

they may require and before submitting their tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this letter and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the GGSIPU and local conditions and other factors having a bearing on the execution of the work.

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

- a) Notice inviting tender, Tender document including Schedule of Quantities, Contract clauses, Special conditions, particular specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract form 9 of 2010.

The terms and conditions of this tender document shall have precedence over the corresponding provisions of GCC 2010.

20. The GGSIPU reserve the right to reject any or all prospective applications without assigning any reason and to restrict the list of contractors to any number deemed suitable by it.
21. The following documents are to be submitted along with the tender application.
  - Copy of certificate of manufacturer/authorised dealer/distributor.
  - Copy of PAN Number.
  - Copy of valid TIN No/VAT Registration.
  - Copy of last quarter VAT Return.

All documents should be attested by Gazetted Officer.

**Executive Engineer  
University Works Division**



**INTEGRITY PACT**

To,

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

**Sub: NIT No:- 21/EE/UWD/Elect./2013-14 for the work “RMO GGSIP university, Dwarka Campus, New Delhi. SH:- Procurement of Material for External Street Lights”.**

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer  
(University Works Division)

## **INTEGRITY PACT**

To,

Executive Engineer,  
GGSIPIU, Sector 16 C,  
Dwarka, New Delhi.

Sub: Submission of Tender for the work “RMO GGSIP university, Dwarka Campus, New Delhi. SH:- **Procurement of Material for External Street Lights**”.

Dear Sir,

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

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

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

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

Yours Faithfully

(Duly authorized signatory of the Bidder)

**INTEGRITY PACT**

**INTEGRITY AGREEMENT**

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

**BETWEEN**

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

**AND**

\_\_\_\_\_ through \_\_\_\_\_ (Hereinafter referred as the **‘Bidder/Contractor’** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal/Owner has floated the Tender (NIT No. \_\_\_\_\_) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, \_\_\_\_\_ contract \_\_\_\_\_ for \_\_\_\_\_ (Name of

Work) hereinafter referred to as the **“Contract”**.

And WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

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

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

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

- 1) The Principle/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The binder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will; not use improperly;, ( for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and

addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

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

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner,

may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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

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

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

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

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

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

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

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

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

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

**Article 8: Legal and Prior Rights**

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

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

\_\_\_\_\_  
(For and on behalf of Principal/Owner)

\_\_\_\_\_  
(For and on behalf of Bidder/Contractor)

WITNESSES:

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

Place:

Dated:

**Letter of Submission  
Item Rate Tender**

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

**Sub Head:** Procurement of Material for External Street Lights

- i) To be submitted by **15.00 HRS hours up to 19/03/2014** to Executive Engineer. UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110075
- ii) To be opened in presence of tenderers who may be present at **15.30 hours on 19/03/2014** in the office of **Executive Engineer**, UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110075

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

**T E N D E R**

I/ We have read and examined the Notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, particular Specification, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

The earnest money of **Rs.9,140/-** has been deposited in the shape of fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee of scheduled bank issued in favour of Registrar, GGSIPU. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said GGSIPU or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that GGSIPU or his successors in office



shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said 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 and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the clauses of contract. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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

Date -----

Signature of Contractor  
Postal Address

Witness :  
Address :  
Occupation :

#### **A C C E P T A N C E**

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

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

- a)
- b)
- c)

Executive Engineer,  
University Works Department

**DECLARATION BY THE BIDDER**

We \_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our Contract Agreement. Further, we shall sign and stamp each page of this as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in a sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

**Note** : This declaration should be signed by the Bidder’s representative who is signing the Bid.

## **Form of Performance Security (Guarantee) Bank Guarantee Bond**

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

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

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

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

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

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

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

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

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

Signature & Seal of Bank

## FORM OF EARNEST MONEY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

**DATE.....**

**SIGNATURE OF THE**

**SEAL**

**BANK**

**WITNESS.....**

**(SIGNATURE, NAME AND ADDRESS**

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

## PROFORMA OF SCHEDULES

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

### SCHEDULE 'A'

Schedule of quantities - (Page 40 TO 41 )

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NIL

### SCHEDULE 'C'

Tools and plants to be hired to the contractor : NIL

### SCHEDULE 'D'

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

### SCHEDULE 'E'

Reference to General Conditions of contract.

**Name of Work:** RMO at GGSIP University, Dwarka Campus, New Delhi.

**Sub Head:** Procurement of Material for External Street Lights

Estimated cost of work : **Rs. 4,57,000/-**

i) Earnest money : **Rs. 9,140/- (to be returned after submission of PG)**

ii) Performance Guarantee : **5% of tendered value**

iii) Security Deposit : **2.5% of tendered value**

### SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : Ex Engr, UWD, GGSIPU

#### Definitions:

2(v) Engineer-in-Charge Ex Engr, UWD, GGSIPU

2(viii) Accepting Authority Ex Engr, UWD, GGSIPU

2(x) Percentage on cost of materials and labour to cover all overheads and profits 15%

2(xi) Standard Schedule of Rates Market Prevailing Rates

2(xii) Department GGSIPU

9(ii) Contract Form CPWD Form 9 as modified up to date

**Clause 1**

- |     |  |               |
|-----|--|---------------|
| i)  | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days                     | <b>4 days</b> |
| ii) | Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above | <b>3 days</b> |

**Clause 2**

Authority for levy compensation Under clause 2.	<b>Superintending Engr/ Administrative Head, GGSIPU</b>
---	---

**Clause 2A**

Whether Clause 2A shall be applicable	<b>Yes</b>
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**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start	<b>7 days</b>
---	---------------

Time allowed for execution of work.	<b>7 days</b>
-------------------------------------	---------------

Authority to give fair and reasonable extension of time for completion of work	<b>Executive Engineer</b>
--	---------------------------

**Clause 6 or 6 A**

Clause Applicable	<b>6</b>
-------------------	----------

**Clause 7**

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

**Clause 10 A**

List of testing equipment to be provided at site	<b>Nil</b>
--	------------

**Clause 10 B(ii)**

Whether clause 10B(ii) is applicable	<b>No</b>
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**Clause 10 C**

Component of labour expressed as percent of value of work	<b>Not Applicable</b>
---	-----------------------

**Clause 10 CA**

**Not Applicable**

**Clause 10 CC**

Clause 10CC to be applicable in contracts with Stipulated period of completion exceeding the Period shown in next column	<b>Not Applicable</b>
--	-----------------------



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

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

\_\_\_\_\_

Component of labour expressed as percent of total value of work

\_\_\_\_\_

Component of POL expressed as percent Of total value of work

\_\_\_\_\_

**Clause 11**

Specifications to be followed for execution of work  
Type of work

CPWD specification 2013 with upto date correction slip  
Maintenance

**Clause 12**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3

30%

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

Not Applicable

**Clause 16**

Competent Authority for deciding reduced rates

**Superintending Engineer,  
GGSIPU**

**Clause 36(i)**

Requirement of Technical representative(s) and recovery rate

**Not Applicable**

**Clause 42**

**Not Applicable**

## Tender for the Supply of Materials

Price of tender—Rs. 500/-

P.W.D.-9(Tender)

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

Memorandum :- (i) Earnest..... Rs.9,140 /-

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

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

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

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

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

to forfeit and pay to the president of India or his successor in office the sum of money mentioned in the said conditions. A sum of Rs. **9,140/-** is herewith forwarded in cash treasury challan as earnest money if I/We failed to commence the work specified in the above memorandum or I/we fail to deposit the amount of security deposit specified of contract I/we agree the said Registrar, GGSIPU or his successors in office shall without prejudice to any other right or remedy we at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit I/we further agree that the said Registrar GGSIPU or successor in office shall also be at liberty to cancel the acceptance of the tender if I/we fail to deposit security amount as aforesaid.

Give particulars & number

Signature of tenderer  
Address

Signature of witness  
Address  
Dated

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

Dated

Signature of the officer by whom  
The tender is accepted

P.W.D. 9(Pamphlet)

Government of India

State  
Branch

Division  
Sub - Division

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

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

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

This form will state the supplies to be made as well as the date for Submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills. Copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the **Divisional Officer** shall also be open for inspection by the contractor of the office of **Divisional Officer** during Office hours.

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

### Security Deposit:

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

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

Note:-

- 1) Govt. papers tendered as security will be **at 5%** below its market value on its full value which ever is less. The market price of Govt. papers would *be* certified by the Divisional Officer at the time of collection of interest and the amount of interest of the deficiency in value of Govt papers will be withheld if necessary Govt securities will include all forms of security mentioned in rule 274 of G F R except fivility bond. This will be subject to observance of conditions under the rule against each form of security.
- 2) The contractor is to deliver the materials on or before he mentioned in the tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contractor every day not exceeding tend days that he shall exceed his time as and for liquidated damages.
- 3) In every case in which the payment or allowance mention in clause 2 shall have incurred for then consecutive days, the Divisional Officer shall have the power to annual the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

- 4) If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Divisional authority of this Divisional Officer, the contractor shall not claim exempted on from the fine line leviable under clause 2 For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
- 5) The contractor shall give to the **Divisional Officer** (thereinafter called the (Engineer-in-charge) of his intension of making delivery of materials and on the materials being approved, as receipt shall be granted to him by the Divisional Officer or his assistant and not no material will be considered as delivered until so approved.
- 6) On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the **Divisional Officer** (hereafter contractor shall Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have recomyed all rejected materials and shall have the approved materials stocked or placed in such positions as he pointed out to him.
  - 6-A If at any time after the commencement of the supplies the President of India shall for any reason what soever not require the whole thereof as specified in the tender to be supplied the Divisional Officer shall in addition to his power to annual the contract in case of default on the part of the contractor, have power to terminate all liability of the President thereunder at any time after giving due notice ,in writing to the contractor of his desire to do so, In the event of such a notice being given.
    - a) The Divisional Officer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expire of the notice and thereafter to ceas their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
    - b) The contractor shall have no claim to any payment or compensation What-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
- 7) No payment Should be Made for a work estimated to cost rupees five thousand or less till after the whole or the work shall have been completed and certificate of completion given: But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then *executed* to the satisfaction of the Engineer-in-charge whose certificate of the sum of payable shall be final and conclusive against the Contractor

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

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

- 8) The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

9) In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

9A. The contractor/seller hereby declares that the goods stores articles sold or to be sold to the Govt under this contract shall be or the best quality (and Work markship) and shall be strictly in accordance: with the specifications and particular contained mentioned in clause 8 hereof and the contractor seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of three months shall the date of delivery of the said goods/store s/article to the Engineer-in-charge and that not with standing the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered hot be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-incharge in that behalf will be final and conclusive a binding on the parties the Engineer-in-Charge will be entitled to reject the said good/stores/articles or such portion there of as may be discovered not to Confirm to the said description and quality On such rejection the goods articles stores Will be at the seller's risk and the provisions Contained in the clause 9 hereof shall mUtatiSTnutendis\*ply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller Shall be called upon to replace the said goods/stores/articles or such portion thereof has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt such damages as may arise by reason of the breach of the condition herein contained, Nothing herein contained shall prejudiCe any other right of the Govt. in that behalf under this contract or otherwise.

10) If the contractor of this work people of servants shall break, deface injure or destroy a building, road clubs, fence enclosure, water pipes cables drain, electric or telephone posts of wires, trees, grass land of cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his own expense and in the event of his refusing of gailing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

11) The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the mean time remove for use by the Engineer-in-Charge.

12) No material shall be brought to site or delivery on Sundays without the written permission of the Engineer-in charge.

13) This contract shall not be sublet without the written permission of the divisional officer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

13A. The Engineer-in-charge shall have power to make any alteration in; commissions firm additions to or substitutions for the original specifications, drawings, designs, and instruction that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and Such alterations omissions, addition substitutions shall not invalidate the contractor, and altered additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the mainwork, and. at the same rates, are as specified in the tender for the main work the time for the

completion of the supply shall be extended in the proportion that the altered, additional or substituent quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials shall be supplied at the rates entered in the schedule of rates of the .....direct on which the estimated cost shown on Page 2 of the tender is passed and in such class of materials are not entered in the said schedule of rates, than the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto. Before the rates shall have been determined as lastly herein before mentioned time and in such case he shall have been determined lastly here in mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by Engineer-in –charge in the event of a dispute the decision of the Superintending Engineer of the circle shall be final.

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

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

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

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

- (b) The contractor shall notwithstanding the provision of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his Sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be completed with the C.P.W.D. contractor's labour regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submissions of periodical returns and all other matters of a like nature.
- (d) The executive engineer or sub divisional officer concerned shall have the right to deduct. From the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non



fulfilment of the contract for the benefit of the workers, non-payment, of wage or of deductions made from his or their wages which are not justified by the terms of the contractor or non observance of the regulations.

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

- (e) Under the provision of the minimum Wages Act, 1984 and the minimum wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the laboures directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Executive Engineer or Sub Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any laboures and pay the same to the persons entitled there to from money due to the contractor.
- (f) Vis-à-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.
- (g) The regulations aforesaid shall be deemed to be a part of contract and may breach there of shall be deemed to be breach of his contract

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

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

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

- (1) a. The minimum height of each hut at eve level shall be 7" and the following provident will be at the of 30 sq. ft. for each member of the workers family staying with the laboure.
- b. The contractor(s) shall in addition construct suitable cooking place \_\_\_\_\_ a minimum area 6 x 5' adjacent to the hut for each family.

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

13G In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each defuli and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

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

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

It is a term of the contract that the parties invoking arbitration shall specify the dispute or disputes to be referred to arbitration Under this clause together with the amount or amounts claimed in respect of such dispute.

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

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

#### Interpretation Clause.

The President means the President of India and his Successors.

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

The Sub-Divisional concerned.

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

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

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the Contract Government shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Govt.' premissory Notes etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and it as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contractor shall be liable to \_\_\_fund the amount of the overpayment and it shall be lawfull for 'Government to recover the same from him in the manner described in sub clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under Payment shall be duly paid by Government to the contractor.

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

STANDING ORDER No. 1010 dated 19-2-1963

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

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

Contractor.....

Executive Engineer / UWD

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

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

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

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

## Terms & Conditions

1. The rates quoted by the supplier should be inclusive of all the taxes, duties, cartage, octroi, transit insurance, handling, loading, unloading and any other charges.
2. Delivery:- F.O.R. at UWD, GGSIP University, sector 16 C, Dwarka, New Delhi.
3. Supplier will get samples of all the material approved from Engineer-in-Charge before making supply.
4. The quantities indicated in Schedule of Quantity may vary considerably, no substandard material will be accepted.
5. Supplier will have to remove the rejected material with in 4 Hrs. And if he fails to do so, the material in the premises shall be at his own risk & cost.
6. Supplier will get the receipt or copy of challan signed by the Engineer-in-Charge or his authorised representative as a token of receipt of the material, receipt of any other person will not be considered.
7. Material left without receipt will be at supplier's own risk and this will not be considered as material supplied.
8. No claim shall be entertained for damages carried out by rain or other natural calamity during supply of material.
9. Bids without EMD will be summarily rejected.
10. Conditional Bids will be summarily rejected.
11. Bids received after due date & Time shall not be entertained.
12. Payments
  - i) No advance payment shall be made.
  - ii) Payment will be made after delivery and satisfactory acceptance of the material.
13. University reserves the right to reject any or all the bids or accept them in part or reject the lowest bid without assigning any reason.
14. University reserves the right to get the material tested at University laboratory or outside laboratory for its compliance to the standards, specifications as applicable. The decision of the Engineer-in-Charge on the laboratory shall be final and bindery. The successful bidder shall provide the sample for testing free of cost and also facilitate the testing of the material. The testing charges of the laboratory shall be borne by the agency. Nothing extra shall be paid on account of testing of material.
15. The firm shall stand a minimum warranty of 6 months from the date of supply of material at University and shall submit the warranty certificate for the material supplied.

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### **List of Approved Makes**

<b>S.no</b>	<b>Description of Items</b>	<b>Approved makes</b>
1	70 Watt compact size copper ballast	Philips model no. BMH70 x 261 or equivalent model in Havells and Bajaj
2	Electronic Ignitor	Philips model no.SN-58/02/Havells model no.LHNW27000C99 or equivalent model in Bajaj
3	MH lamps	Philips/ Havells/ Bajaj

**EE/UWD**

Volume II  
Schedule of Quantities



## Schedule of Quantities

**Name of Work:** RMO GGSIP University, Dwarka Campus, New Delhi

**Sub Head:** Procurement of Material for External Street Lights

Item No	Description	Qty	Unit	Rate	Amount
1	Supply of 70 watt MHN/CDM open type compact size copper wound ballast as required.	200	Each		
2	Supply of Electronic Ignitor suitable for 70 to 400 watt HPSV/ MHN-TD Lamp as required.	200	Each		
3	Supply of 70 watt Double ended type Metal Halide Lamp as required.	200	Each		
4	Supply of 70 watt Single ended type Metal Halide Lamp E-27 cap as required.	100	Each		
	<b>Total</b>				

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