

NOTICE INVITING TENDER

F.No.GGSIPU/UWD/2012/4075-77

Dated: 13/03/2013

The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders from Manufacturers/Authorized Dealers/Distributors of Exide/SF/AMCO 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	17/EE/UWD/Elect/2012-2013	RMO of substation installations in GGSIP University, Dwarka Campus, New Delhi SH: Replacement of old batteries in R.M.U and power packs	Rs. 61,138/-	Rs. 1,225	07 days	19/03/2013 4:00 PM	22/03/2013 upto 3:00PM 22/03/2013, 3:30 PM

The tender forms and other details can be obtained from the office of the EE on payment of Rs.500/-.

The tender shall be issued to those agencies, who shall submit the following documents duly attested by guzzeted officer/ Notary/ Magistrate with tender application.

1. Manufacturers/Dealer/Distributor, Authorization certificate.
2. Registration with Sales Tax department.
3. Copy of the last quarter VAT Returned.
4. Copy of the PAN Number.

The tender shall be submitted in two separate envelopes. In one there shall be earnest money and in the second there shall be the tender documents with quoted price schedule. 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.

Both sealed envelopes (EMD and Tender document) marked as Earnest Money and Tender shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. The envelope marked tender shall be opened whose Earnest Money, placed in other envelope marked as "Earnest Money" is found to be in order.

This notice can also be seen on website www.ipu.ac.in

-----sd-----
Executive Engineer
University Works Division

Copy to:

- 1) Div Accountant, GGSIPU
- 2) Consultant (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 of substation installation in GGSIP
University, Dwarka Campus, New Delhi

Sub Head: Replacement of old batteries in RMU and
power packs.

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

Document Fee : Rs 150.00 (Non-refundable)

Volume - I

General Conditions

Special Conditions

Particular Specification

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Dwarka Campus, New Delhi

Sub Head: Replacement of old batteries in RMU and power packs.

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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 Manufactures/Authorized Dealers/Distributes of Exide/ SF/ AMCO for the supply of material.

Name of Work: RMO of sub station installation in GGSIP University,
Dwarka Campus, New Delhi

Sub Head: Replacement of old batteries in RMU and power packs.

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

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

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

2. The work is estimated to cost **Rs.61,138/-**. 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. 9 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/UWD between hours of 11:00 AM to 4:00 PM from **13/03/2013 and upto 11:00 AM of 18/03/2013** everyday except on Sundays and Public Holidays.
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) and upto 11:00AM of **18/03/2013** on payment of non-refundable fee of **Rs.150/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi.
Applications for issue of forms shall be received by **18/03/2013** (11:00 AM) and tender documents shall be issued by **19/03/2013**. (4:00 PM).
6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs.1,225 (Rupees One Thousand Two Hundred Twenty Five 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 and earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the EE/UWD upto 3:00 PM on **04/03/2013** and will be opened by him or his authorized representative in his office on the same day at 3:30 PM. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the separate envelope, are found to be in order.
8. The time allowed for carrying out the work will be **07 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 **22/03/2013 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 of sub station installation in GGSIP University,
Dwarka Campus, New Delhi**

Sub Head: Replacement of old batteries in RMU and power packs.

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/authrised 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.17/EE/UWD/Elect/2012-13 for the work: RMO of sub station installation in GGSIP University, Dwarka Campus, New Delhi SH: Replacement of old batteries in RMU and power packs.

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, Dwarka, Sec-16C
New Delhi-110078

Sub: Submission of Tender for the work of RMO of substation installations in GGSIP University, Dwarka Campus, New Delhi SH: Replacement of old batteries in RMU and power packs.

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. 17/EE/UWD/Elct/2012-13) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for RMO of sub station installations in GGSIP University, Dwarka Campus, New Delhi SH: Replacement of old batteries in RMU and power packs. (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 bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will; not use improperly;, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact 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 of sub station installations in GGSIP University, Dwarka Campus, New Delhi

Sub Head: Replacement of old batteries in RMU and power packs.

- i) To be submitted by **15.00 HRS hours up to 22/03/2013** 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 22/03/2013** 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.1,225/-** 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 of20...

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 - As per Vol-II (Page 35 TO 37)

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 of sub station installation in GGSIP University,
Dwarka Campus, New Delhi.

Sub Head: Replacement of old batteries in RMU and power
packs.

Estimated cost of work : Rs. 61,138/-

- i) Earnest money : Rs. 1,225/-
ii) Performance Guarantee : 5% of tendered value
iii) Security Deposit : 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 | 4 days |
| ii) | Maximum allowable extension beyond the period in (i) above | 3 days |

Clause 2

Authority for levy compensation Under clause 2.	Superintending Engr/ Administrative Head, GGSIPU
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Clause 2A

Whether Clause 2A shall be applicable	Yes
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	14 days
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Time allowed for execution of work.	07 days.
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Authority to give fair and reasonable extension of time for completion of work	Executive Engineer
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Clause 6 or 6 A

Clause Applicable	6A
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Clause 7

Gross work to be done together with net payment/ Adjustment of advances for material collected, if any Since the last such payment for being eligible to Interim payment	Rs. NIL
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Clause 10 A

List of testing equipment to be provided at site	Nil
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Clause 10 B(ii)

Whether clause 10B(ii) is applicable	No
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Clause 10 C

Component of labour expressed as percent of value of work	Not Applicable
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Clause 10 CA

Not Applicable

Clause 10 CC

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

CPWD specification 2005 with upto date correction slip

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 Engr/ Admn. head
GGSIPU**

Clause 36(i)

Requirement of Technical representative(s) and recovery rate

Clause 42

Not Applicable

Volume II

Schedule of Quantities

Schedule of Quantities

Name of Work: RMO of sub station installation in GGSIP University,
Dwarka Campus, New Delhi

Sub Head: Replacement of old batteries in RMU and power packs.

S. No.	Description of work	Qty	Unit	Rate	Amount in Rs/-
1	Supply of 12 Volts, 12 AH, Sealed Maintenance free (SMF) batteries suitable for d.c. supply to Ring Main Unit of 11 KV Substation as required. . Make:- Exide/SF/AMCO	Each	12		
2	Supply of 12 Volts, 42 AH, Sealed Maintenance free (SMF) batteries suitable for Power Pack d.c. Supply of 11 KV Substation as required. . Make:- Exide/SF/AMCO	Each	2		
3	Supply of 12 Volts, 120 AH, Sealed Maintenance free (SMF) batteries suitable for Power Pack d.c. Supply of 11 KV Substation as required. . Make:- Exide/SF/AMCO	Each	4		
	Total				

EE/UWD