

Second Call

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

Press Notice for Publishing Newspaper

NOTICE INVITING TENDERS

The Executive Engineer, University Works Division, GGSIPU, Sector 16 C, Dwarka invites on behalf of Guru Gobind Singh Indraprastha University Item Rate tenders from approved and eligible contractors of CPWD enlisted in appropriate class (Civil) for following work(s):-

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014.

NIT No: 17/EE/UWD/2013-2014

Estimated Cost : Rs. 12,42,100/-, Time of completion : 7 months

EMD: Rs. 24,845/-

The tender forms and other details can be obtained from the O/o EE, UWD, GGSIPU on payment of **Rs.500/-** The last date upto which tender documents can be submitted is **11/10/2013** up to 1500 Hrs and same can also be downloaded from website www.ipu.ac.in. Other detail / information can be seen on website www.ipu.ac.in

EE/UWD

NOTICE INVITING TENDER

F.No.GGSIPU/UWD/2013/2259-2261

Dated: 01/10/2013

The Executive Engineer, University Works Division, on behalf of the GGSIPU invites sealed **percentage** rate tenders from approved and eligible contractors enlisted in the appropriate class for Civil Category in CPWD for the following work(s).

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Time of completion	Last date & Time	Time & date of submission & opening of tender
						Issue of tender documents	
1	2	3	4	5	6	7	8
1	17/EE/UWD/2013-2014	Name of work:- ARMO GGSIP University, Dwarka Campus, New Delhi SH: Day to Day Maintenance of Civil Work for 2013 - 2014	Rs. 12,42,100/-	Rs. 24,845/-	7 Months	10/10/2013 4:00 PM	11/10/2013 upto 3:00PM 11/10/2013, 3:30 PM

The tender forms and other details can be obtained from the office of the EE on payment of Rs.500/- and same can also be down loaded from website www.ipu.ac.in.

Earnest Money alongwith tender sale money in case of downloaded tender document should be placed in envelope marked Earnest Money. Enlistment eligibility, Registration with Sales tax Deptt. ,ESIC & EPF, PAN CARD should alongwith the blank tender documents duly signed in separate envelope marked "Eligibility documents". 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. Duly filled financial bid should be placed in another sealed envelope marked as financial bid.

All sealed envelopes shall be placed in another sealed envelope superscripted with name of work and due date of opening. The envelope marked "Eligibility documents" of only those bidders shall be opened whose "EMD and tender sale money", placed in other envelope are found to be in order. The envelope marked financial bid of only those bidder shall be opened whose eligibility is found to be in order.

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

Copy to:

- 1) Div Accountant, GGSIPU
- 2) AE (C), 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: ARMO GGSIP University, Dwarka
Campus, New Delhi

Sub Head: Day to Day Maintenance of Civil Work
for 2013 - 2014

**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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Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014

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NOTICE INVITING TENDER

1. The Executive Engineer, University Works Division, on behalf of the GGSIPU invites sealed **percentage** rate tenders from approved and eligible contractors enlisted in the appropriate class for Civil Category in CPWD for the work of:-

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014

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. 12,42,100/-**. 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/UWD between hours of 11:00 AM & 4:00 PM from **01/10/2013 to 10/10/2013** everyday except on Sundays and Public Holidays. Tender is also available on website www.ipu.ac.in.
5. Desirous agencies may obtain tender document on request in writing from University Works Division, Ground Floor, Library Block, GGSIPU, Dwarka, New Delhi – 110078 on any working day between 1000 Hrs. (IST) to 1600 Hrs. (IST) up to **10/10/2013** on payment of non-refundable fee of **Rs.500/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi. Tenders can also be downloaded from the website www.ipu.ac.in. In case of downloaded tenders, demand draft of **Rs. 500/-** shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Registrar, GGSIPU payable at New Delhi.

Applications for issue of forms shall be received by **10/10/2013** (4:00 PM) and tender documents shall be issued by **10/10/2013** (4:00 PM).

6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs. 24,845/- (Rupees Twenty Four thousand Eight hundred Forty 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.

7. **50%** of earnest money or **Rs.20,00,000/-**, whichever is less will have to be deposited in the shape prescribed above and balance amount of the earnest money can be accepted in the form of Bank Guarantee issued by scheduled bank having validity of 6 months or more from the last date of receipt of tenders.
8. The tender shall be submitted as under.
 - 1.) **Envelop-I** –Superscribed as earnest Money Deposit
 - a) EMD
 - b) Tender fee, if tender documents are downloaded from website
 - 2) **Envelop-2** (Superscribed as “Eligibility documents” on the envelop) :- This will consist of following documents.
 - a) Copy of registration for enlistment in appropriate class for civil in CPWD.
 - b) Copy of PAN card.
 - c) Copy of valid VAT registration under DVAT alongwith copy of VAT return, filed up to last quarter of current financial year.
 - d) Copy of registration with EPF & ESIC.
 - e) Duly signed blank tender document.
 - 3) **Envelop – 3** (Superscribed as “ Financial Bid” on the envelop) :- This will consists of Duly filled financial bid.

All 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 **11/10/2013** and will be opened by him or his authorized representative in his office on the same day at 3:30 PM. The envelope marked eligibility documents of only those bidders shall be opened whose Earnest Money deposit and tender sale money is found to be in order. The envelope marked “Financial Bid” of only those tenderers shall be opened, whose Eligibility documents placed in the separate envelope, are found to be in order.

9. The time allowed for carrying out the work will be **7 Months** from the date of start as defined in Schedule ‘F’ or from the first date of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the tender documents.
10. The site of work is available.
11. Last date for submission of tender document is **11/10/2013 upto 15.00 Hrs.**
12. The Contractor whose tender is accepted, will be required to furnish performance guarantee of **5%** (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than **Rs.1,00,000/-**) or Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.
13. The description of the work is as follows:

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014.
14. Copies of other drawings and documents pertaining to the works will be open for

inspection by the tenderers at the office of Executive Engineer, UWD. Tenderers are

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

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

tenderer/contractor, on issue of letter of Commencement of work by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) Notice inviting tender, Tender document including Schedule of Quantities, Contract clauses, Special conditions, particular specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract form 8 of 2010 alongwith up to date correction slips.

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

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

**Executive Engineer
University Works Division**

INTEGRITY PACT

To

Sub: NIT No. 17/EE/UWD/2013-14 for the work “ARMO GGSIP University, Dwarka Campus, New Delhi. SH:- Day to Day Maintenance of Civil Work for 2013 - 2014.

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer
(University Works Division)

INTEGRITY PACT

To

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

Sub: Submission of Tender for the work of “ARMO GGSIP University, Dwarka Campus, New Delhi SH :- Day to Day Maintenance of Civil Work for 2013 - 2014”.

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. 03/EE/UWD/Elct/2013-14) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for " ARMO GGSIP University, Dwarka Campus, New Delhi SH :- Day to Day Maintenance of Civil Work for 2013 - 2014" (Name of Work) hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal/Owner

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

provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The 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
Percentage Rate Tender

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014.

- i) To be submitted by **15.00 HRS hours up to 11/10/2013** 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 11/10/2013** in the office of **Ex Engr**, 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. _____/-** 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

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

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

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

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

- 12 A In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
13. i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in schedule-'F' in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU.
- ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rate of 5% and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Fixed Deposit Receipt of a Scheduled Nationalized Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales Tax/VAT , purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes, in addition to building work, all other works such sanitary and water supply installations drainage installation, electrical work,

horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the GGSIPU may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT**Definitions**

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the GGSIPU and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The Site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - iv) The GGSIPU means the Guru Gobind Singh Indraprastha University and his successors.
 - v) The Engineer-in-Charge means the Executive Engineer UWD
 - vi) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

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

Scope and Performance

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

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

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

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

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

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

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

Form of Performance Security (Guarantee) Bank Guarantee Bond

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

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

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

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

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

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

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

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

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

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

Signature & Seal of Bank

FORM OF EARNEST MONEY (BANK GUARANTEE)

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

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

SEALED with the Common Seal of the said Bank this..... day 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 - (Page 39 to 40)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor : NIL

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014

Estimated cost of work : **Rs. 12,42,100/-**

- i) Earnest money : **Rs. 24,845/-**
ii) Performance Guarantee : **5% of tendered value**
iii) Security Deposit : **Not Applicable**

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 EE, UWD, GGSIPU
2(x) Percentage on cost of materials and labour to cover all overheads and profits 15%
2(xi) Standard Schedule of Rates M.R.
2(xii) Department GGSIPU
9(ii) Contract Form CPWD Form 8 as modified up to date of receipt of tender.

Clause 1

- | | | |
|-----|--|---------------|
| i) | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days | 7 days |
| ii) | Maximum allowable extension with late fee @ 0.1 % per day Of Performance Guarantee amount beyond the period provided in (i) above | 4 days |

Clause 2

Authority for levy compensation Under clause 2.	Superintending Engineer, GGSIPU
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Clause 2A

Whether Clause 2A shall be applicable	No.
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	11 days
---	----------------

Time allowed for execution of work.	7 Months
-------------------------------------	-----------------

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

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	Payment shall be made on quarterly basis.
--	--

Clause 10 A

List of testing equipment to be provided at site	Nil
--	------------

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	Applicable
---	-------------------

Clause 10 CA

Not Applicable

Clause 10 CC

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

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

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

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

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

Clause 11

Specifications to be followed for execution of work CPWD specification 2009 with upto date correction slip/manufacturer specification

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

Type of work

Maintenance work

Clause 16

Competent Authority for deciding reduced rates **Superintending Engineer, GGSIPU**

Clause 18

List of mandatory machinery tools& plants to be deployed by the contractor at site Stone/Tile cutting machine with blades -2 Hammer Drill with drill bit – 2, Plumbing tools – 3 sets, Carpentry tool – 2 set, Masonary tool – 2 set, Measuring Tape (30m – 1nos., 5m – 2nos., 3m – 6nos.), Drill Machine – 2 nos., Others (Hammer, Pic-axe, gainti, Tasla) -2 nos. each

Clause 36(i)

Requirement of Technical representative(s) and recovery rate

Clause 42

Not Applicable

Special Conditions & Technical Specifications

Special Conditions

- 1.0 “CPWD Specifications” wherever appearing in this document would mean Latest edition of CPWD specifications with correction slips issued upto the last date of receipt of tender.
- 2.0 GCC 2010 referred in this document is Govt of India Publication and is available in the market.
 - a) In CPWD Form 8, General Rules and Directions and Conditions of Contract forming part of ‘GCC 2010’ shall be superceeded by this document.
 - b) Wherever “President of India” is appearing in the GCC 2010 same shall be read as GGSIPU.
 - c) Wherever Superintending Engineer or Chief Engineer is appearing in GCC 2010, it may be read as Superintending Engineer/Administrative Head GGSIPU or Chief Engineer/Administrative Head GGSIPU.
 - d) Wherever CPWD or PWD is appearing in GCC 2010, it may be read as GGSIPU.
- 3.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 4.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 5.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Engineer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 6.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.
- 7.0 Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions there of if any, upto the date of receipt of tenders.

- 8.0 Labour Cess @ 1% of gross value of work done shall be deducted from the payment as per Delhi Building & other Construction Workers Welfare Cess Act 1996 besides other statutory deduction like income tax.
- 9.0 The rates quoted by the contractor shall be all inclusive keeping in mind the specifications, special conditions and technical specifications and nothing extra shall be payable whatsoever, unless otherwise specified.
- 10.0 The work is carried out in more than one shift or during night as per schedule finalized by Engineer-in-Charge, nothing extra shall be paid on this account.
- 12.0 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.

General Conditions of Contract ;

- 1) The Agency shall be responsible for co-ordinating the activities of all works and shall ensure program and day to day maintenance of works as per the laid down programme.
- 2) The work shall be carried out as per CPWD specification wherever applicable, or as directed by Engineer-in-Charge or his authorized representative.
- 3) The contractor shall furnish Name & Contact Number of the person, who should be contacted during emergency. The contractor should have telephone facility round the clock for immediate contact.
- 4) It is the responsibility of the contractor to make alternative arrangement, in case, any staff proceeds on leave/for reliever duty, on failure, the recovery shall be made on this account.
- 5) No T & P shall be issued to the contractor. All required T&P minimum as defined in Schedule F & other T & P required as per site requirement shall have to be arranged by the contractor at his own. Decision of Engineer-in-charge shall be final and binding.
- 6) The department reserves the right to terminate the contract in full or part there of or can shift any worker at any other site, as required, without assigning any reason.
- 7) The contractor shall replace the staff, in the event of misconduct by him or as directed by Engineer-in-Charge or his authorized representative.
- 8) The contractor shall maintain “attendance register” in support of the attendance of staff and the same shall be got periodically checked from concerned JE (C)-in-Charge. On termination/completion of the contract this shall be the property of department.
- 9) The contractor is bound to distribute the salary/wages to his worker by 7th of each month, positively, by cheque or ECS only. The disbursement of wages by cheque shall be in the presence of JE(C) and in case of ECS contractor has to submit documentary proof such transfer of payment.
- 10) Contractor shall follow the preventive maintenance schedule as defined in CPWD specifications/ maintenance manual or as directed by Engineer-in-Charge from time to time. In case of failure of contract to comply with the preventive maintenance schedule a penalty of Rs. 1000/- for each instance shall be levied. After 5 such instances, University shall be at its liberty to take action under clause 13.0 of the contract for termination of contract.

- 11) The ESIC scheme has to be followed by the contractor and the reimbursement of **ESIC** contribution shall be made by the department on presentation of documentary proof of **ESIC** deposit.
- 12) The contractor shall take all precaution for safety of the workmen. If any accident/mishap occurs, the department shall not be responsible for the same. Consequently any compensation payable shall be at the contractor cost.
- 13) All workers of the Agency shall be in proper neat & clean uniform embossed with the firm name in Winter/Summer season with rain/barsati in rainy season. Agency shall issue identify cards to all workers, copy of the same shall also be issued to University and should also be kept with himself. A penalty of Rs. 100/- per person per instance shall levied in case workers are found without proper uniform.
- 14) Firm has to quote percentage above on the minimum wages including labour cess as mentioned in Schedule of Quantity for Service charges towards job work which includes all overheads, uniform, tools and plant, incidental expenses or any other expense related to execution of this work as per overall scope of contract and all statutory obligation of bidder not reimbursable/payable by the University. Any increase in minimum wages during the execution of work as notified by GNCTD shall be applicable and payment to the firm shall be enhanced accordingly. In case rate quoted is below zero percent, tender shall be summarily rejected.
- 15) Payments to the Contractors shall be made after presenting of following documents:
 - a) Documentary proof of disbursement of wages to the workers.
 - b) Copy of relevant period attendance register.
 - c) Fortnightly labour reports.
- 16) After award of work the contractor shall submit the probable list of staff/workers to the officer in charge along with following details.
 - a) Passport size photo
 - b) Name & address of staff
 - c) Valid I.D. proofThe contractor shall get the antecedents of the worker proposed to be deployed, checked from Delhi Police. The contractor shall be fully responsible for all acts of its workmen and compensate for the losses suffered by University or third party due to act of its workmen. Contractor shall ensure that all its worker work with due diligence in a workman like manner and should not indulge in illegal activities or unauthorized activities. Contractor shall be fully responsible for all such acts of its workmen.

- 17) The contractor shall comply with all local laws, statutory provisions like minimum wages act, contract labour act, ESIC, EPF, VAT, Service Tax and any other law subject to applicability.
- 18) The payment shall be made on quarterly basis.
- 19) The Agency shall be provided ser of all tools new in first instance and there after shall be maintained in working condition including all type of accessories like bits, blades etc. Incase of non availability of tool functioning, a penalty of Rs. 100/- per day per instance shall be levied.
- 20) **Staff deployment and their qualifications.**

For dischare fof the scope of work mentioned in this document, following labour shall be deployed in different shift as per the requirement and the direction of the Engineer-in-Charge. Total – 18 Nos

a) Plumber

Required Qualification: Plumber should have ITI/ knowledge of Plumbing with minimum 5 years experience in this field.

b) Carpenter/Fitter

Required Qualification: Carpenter should have ITI/ knowledge of Carpentry with at least 2 years experience in this field.

c) Mason

Required Qualification: Mason should have ITI/ knowledge of masonry work with at least of 2 years in this field.

d) Painter – Painter should have ITI/ knowledge of painting work at least 2 years in this field.

e) Beldar /Helper - Should be physically & mentally fit & must have six months experiance in this field.

III. In case of any Shortage of the staff from the above, the recovery shall be made on the following rates.

- i) Plumber for 8 hours duty @ Rs.700/- per day.
- ii) Carpenter/Painter for 8 hours duty @ Rs. 700/- per day.
- iii) Sewerman for 8 hours duty @ Rs.600/- per day.
- iv) Helper/Beldar for 8 hours duty @ Rs. 500/- per day.

EE/UWD

Volume II
Schedule of Quantities

Schedule of Quantities

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

Sub Head: Day to Day Maintenance of Civil Work for 2013 - 2014.

S. No.	Description of work	Unit	Qty	Rate (Rs./Unit)	Amount in Rs/-
1	Carrying out day-to-day comprehensive maintenance of masonry repair work of building such as cement plaster, trap repair, flooring etc. complete as per direction of Engineer-in-Charge. (8 hours working per day)	Job Per Day	182	364.61	66359
2	Carrying out day-to-day comprehensive maintenance of wood work/Aluminium work like repair of doors, windows, replacement of fittings, renewing of glass panes etc. complete as per direction of Engineer-in-Charge. (8 hours working per day)	Job Per Day	392	364.61	142927
3	Carrying out day-to-day comprehensive of fittings /plumbing repair work of building etc. complete as per direction of Engineer-in-Charge. (8 hours working per day)	Job Per Day	1113	364.61	405811
4	Carrying out day-to-day comprehensive maintenance of painting work as per direction of Engineer-in-Charge. (8 hours working per day)	Job Per Day	182	364.61	66359
5	Carrying out day-to-day maintenance of drainage/sewerage work like opening/cleaning of choked sewer pipes, drains, manholes, gully traps, water closets, wash basins, floor traps etc. all floors and vertical stacks of sewer pipes and rain water pipes of all sizes to keep sewerage and drainage system functional including disposal of silt malba, waste, garbage etc. to the authorized dumping ground within the campus complete to entire satisfaction and as per direction of Engineer-in-Charge. (8 hrs working per day)	Job Per Day	315	299.97	94491
6	Carrying out day-to-day comprehensive maintenance in support to mason/plumber/filter etc. as per direction of Engineer-in-Charge. (8 hours working per day)	Job Per Day	1554	299.97	466153
	Total				1242100

**Percentage above for service charges including overheads
Profits and all incidental expenses related to above work.**

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