



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://ipu.ac.in>

GGSIPU/PUR/Green House/USEM/2013-14/

Dated: 15.05.2013

NOTICE INVITING TENDER

On behalf of Registrar, Guru Gobind Singh Indraprastha University, sealed items rate tenders are invited from reputed and eligible contractors/firms in two bid system (Technical & Financial) for the supply and Installation of **Green House and Net House at GGSIPU Campus**, Sector 16C, Dwarka, New Delhi-110078. Tender Document contains details terms & conditions can be obtained from 10.00 a.m. to 03.00 p.m. upto 24.06.2013 from the office of In-charge (Purchase), Ground Floor, Library Block, GGSIP University, Sector 16C, Dwarka, New Delhi-110078 on payment of Rs.1000/- only through Demand Draft in favour of 'Registrar, GGSIP University, Dwarka, New Delhi'. Tender document can also be downloaded from University website i.e. www.ipu.ac.in. The downloaded tender document can be used by paying Rs.1000/- in the form of Demand Draft/pay order drawn in favour of 'Registrar, GGSIP University, Dwarka, New Delhi' to be enclosed with the filled in tender document (Technical Bid).

Duly completed tender document are to be dropped in the tender box at Purchase Branch, Ground Floor, Library Block, GGSIP University, Sector 16C, Dwarka, New Delhi-110078 latest by 01.00 p.m. on 02.07.2013. The tenders (Technical Bids) shall be opened at 03.00 p.m. same day i.e. on 02.07.2013 in the presence of tenderers or their representatives, if any.

(Dr. Bhaskar P. Joshi)
Registrar

**Cost: Rs.1000/-
(Rupees One Thousand only)**



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

**Name of Work: Supply & Installation of Green House and Net House at GGSIPU Campus,
Sector 16 C, Dwarka, New Delhi - 110078**

TENDER DOCUMENT

**In-Charge (Purchase), Purchase Branch
Room No. L010, Ground Floor, Library Block,
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110078
Contact Nos.: 25302149 – 150
Email address: purchaseipu@gmail.com**

Total 29 pages

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Name of work: Supply & Installation of Green House and Net House at GGSIPU Campus, Sector
16 C, Dwarka, New Delhi.

Sub Head: Installation of Green House and Net House

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**Guru Gobind Singh Indraprastha University
Sector 16C, Dwarka, Delhi – 110078**

Tender Document

1. Name of work : Supply & Installation of Green House and Net House at GGSIPU Campus, Sector 16 C, Dwarka, New Delhi

2. Last Date and Time for :
submission of tender

- 3 Place / Office for : Office of In-Charge (Purchase), Purchase Branch,
submission for Tender Room No. L010, Ground Floor, Library Block, Guru
Gobind Singh Indraprastha University, Sector 16C,
Dwarka, New Delhi – 110078

- 4 Issued to : _____

- 5 Cost of Tender (Details)*
GGSSIPU Receipt No. : _____
Dated : _____
Amount : Rs. 1000/-

- 6 Date of Issue of Tender : _____
Document

- 7 Signature of the officer : _____
issuing the document

- 8 University Seal : _____

* In case Tender is down loaded from University website, then enclose a D/D drawn in favour of Registrar, GGSIP University, payable at Delhi at a time of submission of tender document.

Section I

Information & Instructions for Bidders

Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakhs Only) In the form of DD in favour of Registrar, GGSIPU, Payable at Delhi
Cost of Tender Form (Non-Refundable)	Rs.1000/- (Rupees One Thousand Only) through DD in favour of Registrar, GGSIPU, Payable at Delhi
Completion period of the work	Maximum 45 days (Forty Five Days)
Issue of Tender Document	24.06.2013 upto 03.00 p.m. on all working days from 10.00 a.m. to 03.00 p.m. Tender Document may be purchased through Demand Draft of Rs.1000/- in favour of Registrar, GGSIP University payable at Delhi from Purchase Branch, Room No. L010, Ground Floor, Library Block, Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi – 110078. OR Tender Document may be down loaded from the University Website.
Date and time of submission of Tender	02.07.2013 upto 01.00 p.m.
Opening of Technical bid in presence of the authorized representatives of bidders, if any.	02.07.2013 upto 03.00 p.m.

1.0 Introduction

- 1.1 The sealed item rate tenders are invited in two Bid System – (Technical & Financial Bid) on behalf of the Registrar, Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, , Delhi – 110075 from reputed & eligible agencies for **“Supply & Installation of Green House and Net House at GGSIPU Campus, Sector 16C, Dwarka, New Delhi”**.
- 1.2 All items must be quoted. The total order will be **“Treated as a Package”** and lowest bid will be considered on the overall amount quoted.

2.0 Scope

The work consists of:

- 2.1 Supply & Installation of (i) **Green House** and (ii) **Net House** at University Campus at Sector-16C, Dwarka, New Delhi as per requirement given in **Section-III**.
- 2.2 Installation/fixing of **Green House and Net House**, at the said location.

2.3 Comprehensive on-site **warranty** for a period of **12 months** for all items from the last date of completion / installation as certified by the University.

3.0 Definitions:

3.1 **GGSIPIU** means Guru Gobind Singh Indraprastha University, Delhi

3.2 **University** means Guru Gobind Singh Indraprastha University, Delhi

3.3 **Employer** means the Registrar, GGSIPU and his successor

3.4 **Bidder** means the Manufacturer or his direct authorized distributor (dealing at first point), individual, proprietary firm, partnership firm, limited company private or public or corporation

3.5 **“Year”** means “Financial year” unless stated otherwise.

4.0 Who can apply:

4.1 If the bidder is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.

4.2 If the bidder is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.

4.3 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

4.4 **Joint Venture/ Consortiums are not accepted.**

5.0 Sealing and Marking of Bids

5.1 The bidder shall place the three separate envelopes (called inner envelopes) marked **“Technical Bid”**, **“Financial Bid”** and **“Earnest Money Deposit”** in one outer envelope. The inner envelopes will have marking as follows:-

- A) Technical Bid
- B) Earnest Money Deposit (EMD)
- C) Financial Bid

5.2 The sealed inner and outer envelopes containing the EMD, technical bid and financial bid shall be addressed to Registrar, Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi – 110078

- 5.3 The sealed tender shall bear the name and identification number of the Tender on the cover of the Envelope(s).
- 5.4 In addition to the identification required as above, **each** of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.
- 6.0 **Bid Submission:**
- 6.1 The envelop named “**Technical Bid**” shall comprise of all documents as per **Clause-7**.
- 6.2 The envelope named “**Financial Bid**” and shall comprise of the price bids of the items included in **Section III**
- 6.3 Each page of the Technical Bid, Tender Document & Financial Bid must be sealed and signed by the authorized signatory of the bidder.
- 6.4 Duly signed tender document along with all corrigendum, addendum issued, if any, should also be sealed as part of technical bid.
- 6.5 Conditions other than those laid down in the Tender document will not be entertained.

7.0 Eligibility Criteria for Technical Bid

The formats/Annexure for the documents to be submitted, with Technical bid, are placed at **Section –II (Annexure – A, A1, A2 to Annexure H):**

7.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
7.2	Organizational Structure: - Legal status of the company/ organization with legal proof along with copies of the original documents	Annexure - B
7.3	Income Tax Registration (PAN No.),	Attach copies of the original documents
	Service Tax Registration,	
	Vat Registration/ TIN Number	
7.4	Average financial turnover of Rs.50 Lacs during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.	Annexure C
7.5	Firm should have executed atleast one of the following in the last five year One single order of similar work of Green House having value of Rs.16 Lacs OR Two similar work of Green House having value of Rs.12 Lacs each OR Three similar work of Green House having value of Rs.8 Lacs each Explanation: “Similar work” means the work of Supply & Installation, installation of Green House in public sector undertaking, Govt. department, Educational Institutions or in reputed private sector for private sector TDS certificate must be enclosed. “Value” shall mean gross value of the completed work including the cost of materials. This should be certified by an officer of the client organization on their letter-head.	Annexure D
7.6	The bidder will have to furnish the information regarding the Client Satisfaction Report/Performance Report of the works of all works of similar nature mentioned in the clause 7.5 , completed during the last five years ending last day of the month of March 2012	Annexure E
7.7	The bidder should have a solvency of Rs. 8 Lacs , certified by his bankers.	Annexure F

7.8	An affidavit on Rs. 10/- (non-judicial stamp paper) declaring that the bidder/ organization has not been blacklisted/debarred by any of the government/ public sector agency in the last 3 years. A declaration of fair business practice by the Bidder.	Annexure – G
7.9	All items of the Tender must be quoted by the individual, proprietary firm, partnership firm, limited company private or public or corporation.	
7.10	Valid ISO 9001, ISO 14001 certificate.	Attach copy of proof
7.11	Schedule of Project Execution for the supply & installation of Green House and Net House in prescribed time limit	Must be attached

8.0 Technical bid Evaluation:

8.1 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:

8.1.1 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

8.1.2 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

8.2 Opening of Financial bid and evaluation:

After the Technical evaluation of the bids, the University will open the ‘Financial Bids’ of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 7, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. **The lowest financial bidder shall only be considered for award of work.**

9.0 Earnest Money Deposit:

9.1 The Earnest Money Deposit (EMD) of **Rs. One Lac** must be attached (see Clause 5.1). The Earnest money shall be accepted with a minimum validity of 6 months in the following forms and shall be in favour of “Registrar, GGSIPU”, payable at Delhi:-

- i. Demand draft / Bankers Cheque
- ii. Fixed deposit receipt (FDR)

9.2 Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bids, the earnest money will be returned after obtaining the required 10% Performance Security in the form of FDR alongwith the agreement on non-judiciary stamp paper of Rs.100/-.

9.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

10.0 Financial Bid:

10.1 The bidder shall quote unit item rates in Indian rupees (INR), both in words and figures in the Schedule quantities only. No alterations in the form of tender, in the schedule of quantities or additions etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule quantity are for finished and completed items and no extra amount for carting or transporting material, labour etc. shall be paid unless specifically so mentioned or provided for in tender. The rates should be inclusive of all leads and lifts for all materials in the completed items and also include all taxes, duties, royalties etc. including Work Contract Tax, labour cess, ESI, EPF etc. as applicable. No extra payment on this account will be made.

- 10.2 The Work Contract Tax/Turnover Tax/Income Tax shall be deducted at source at the rate that will be in force from time to time.
- 10.3 Terms of price shall be in Indian rupees (INR) inclusive of duties, packing, forwarding, transportation, assembly, installation at University Campus at Sector 16 C, Dwarka, and provision of comprehensive **warranty** for a period of **24 months** for all items from the last date of completion / installation as certified by the University.

11.0 General:

- 11.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “Nil” or “No Such Case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. **The bidders are cautioned that Supply & Installation for incomplete information called for in the application forms or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.**
- 11.2 The bid document should be legibly **written and serially numbered with proper tagging and binding**. The bidder should sign each page of the bid.
- 11.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 11.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 11.5 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 11.6 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU.
- 11.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and a binding.
- 11.8 The bidder will have to enter into regular agreement on a non judicial stamp paper worth of Rs.100/- within 10 days from the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 11.9 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract that will be in force from time to time shall be recovered / deducted from the released payment amount.

- 11.10 Sales Tax, purchase Tax, turnover tax or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in respect of the same.
- 11.11 The bidder shall have to make his own arrangement at no extra cost to the University for water Supply & Installation, sanitation and electric Supply & Installation etc. at the site of work.
- 11.12 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 11.13 The contractor shall furnish a list of University employees related to him, if any.
- 11.14 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the contractor.
- 11.15 Without prejudice to any of the rights or remedies under this contract if the contractor dies, the University shall have the option of terminating the contract without compensation to the legal heir of the contractor.
- 11.16 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 11.17 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 11.18 **Scope of Works**
The Scope of work shall consist of fabrication and assembly for **Green House and Net House** including manufacturing, Supply & Installation, preparation of design drawing; erection and placing in position at site, complete in all respects, and its maintenance during warranty period.
- 11.19 **Specification for Work, Quality and Workmanship**
The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted for a period of **12 months** against defective material and poor workmanship with liability of replacement or to the satisfaction of the University.
- 11.20 **Drawings**
The drawing provides a general idea about the work to be performed under the Scope of the Contract and are by no means final drawings showing the full range of work under the scope. The work in progress shall be intimated to officer In-charge as per the approved drawings.
- 11.21 **Watch and Ward**
The Contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over the works.
- 11.22 **Safety and Security**
Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account

- 11.23 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
- (a) Amend the scope and value of contract to the bidder.
 - (b) Reject any or all the applications without assigning any reason.
- 11.24 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.
- 11.25 Cess @1% of gross value of work done shall be deducted from the payment as per Delhi building & other Construction workers welfare cess Act 1996 besides other statutory deduction like income tax, VAT etc.

12.0 Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

13.0 Summary Rejection of tender:

- 13.1 The tenders not accompanied with tender fees will be summarily rejected.
- 13.2 The bid without bids security (EMD) will be summarily rejected.
- 13.3 The bid without the documents required as mentioned in the technical bid are likely to be rejected.
- 13.4 Late tender (s) will not be accepted.
- 13.5 There should not be two prices for the same item, which will be summarily rejected.
- 13.6 No separate covers other than the consolidated sealed cover for tender will be accepted.
- 13.7 Incomplete tender shall be summarily rejected.

14.0 Particulars provision

- 14.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 14.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.
- 14.3 Variation in the quantity of work order will be up to 25% from the proposed quantity and must be acceptable to the bidder for a period of one year from the date of acceptance of the work order.

15.0 Site visit

The bidder is requested to visit the work site and get acquainted with site conditions regarding layout and all other matters, affecting the work before filling in the item rates. Submission of a tender by a bidder, implies that they have read these instructions and have made themselves aware of the scope of the work, conditions of contract and University will not, therefore, bear any extra charges on any account, in case the bidder finds later on to have misjudged the site conditions or specification.

16.0 Amendment of tender document:

- 16.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.

16.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the University website (www.ipu.ac.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

17.0 Validity of Tender:

Ninety days from the date of opening of tender. During this period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

18.0 Performance Guarantee:

18.1 The Performance Guarantee of 10% of the total tendered value will be deposited by the tenderer within the 10 days after the letter of intent. The Performance Guarantee shall be accepted in the following form and shall be in favour of “**Registrar, GGSIPU**”, payable at Delhi with a validity of months as under:-

- i. Fixed deposit receipt (FDR) of a nationalized bank (28 months validity)
- ii. Bank Guarantee (As per **Annexure-H**) (28 months validity)

18.2 The Performance Guarantee will be refunded without any interest after the successful installation and completion of warranty period.

18.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/debarred the contractor.

18.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the contractor to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the University to make good the deficit.

19.0 Warranty

The bidder shall provide comprehensive on-site **warranty** for a period of **12 months** for all items from the last date of completion / installation as certified by the University and shall be responsible for any defects that develop in the **Green House and Net House**. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The bidder is responsible for all packing, unpacking, assembly, installation of units. The bidder will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing / replacing of defects shall be done by the bidder totally free of cost.

20.0 Duration

The items covered under this tender are required to be delivered and installed at University Campus at Sector 16C, Dwarka, New Delhi **within 45 days**, as specified in delivery schedule submitted by bidder. The 45 days will start after 10 days from date of Issue of Letter of Intent by the University.

21.0 Payment Terms

Payment shall be made by University in Indian Rupees as.

21.1 Payment will be made after satisfactory completion.

21.2 Each invoice should be submitted in duplicate clearly specifying contract no, goods description, quantity, unit price, total amount along with warranty certificate, etc.

21.3 No advance payment will be made under any circumstances.

22.0 Delay and Non Conformance

22.1 If the bidder fails to Install any or all of the goods with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price of the delayed goods weekly or part thereof of delay until actual delivery.. The penalties will be maximum of 10% of the contract amount / awarded value.

22.2 In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/encash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

23.0 Services during warranty period

23.1 The maximum response time for maintenance complaint during warranty period (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/e-mail is made or letter is written) shall not exceed 01 day.

23.2 The period for correction of defects in warranty period is 03 days.

23.3 In case an item is not usable beyond the stipulated maximum downtime the contractor will be required to arrange for an immediate replacement.

23.4 In case the rectification of defects is not carried out within 03 days and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the University at the risk and cost of the contractor. The cost of repairs along with the penalty of 100% shall be recovered from the payment with held with University and the balance amount if any, will be paid to the contractor after completion of warranty obligations.

24.0 Packing and Marking

24.1 All packing should be strong enough to withstand rough handling during loading/ unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.

24.2 All protection and threaded fittings shall be suitably protected and covers shall block the openings.

25.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

26.0 Insurance, Freight and Deliveries

- 26.1 The contractor shall make all arrangements towards safe and complete delivery at the designated locations indicated by University in the Purchase Order. Such responsibility on part of the contractor will include taking care of insurance, freight, state level permits etc. as applicable.
- 26.2 The contractor will keep University informed about changes, if any, in various stages of deliveries, installation.

27.0 Arbitration and Settlement of Disputes:

- 27.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 27.2 If after thirty (30) days from the commencement of such informal negotiations, University and the contractor have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 27.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.
- 27.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor is specifically directed by University to desist from working in this behalf.
- 27.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only
- 27.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

28.0 Force Majeure

For purpose of this Clause, “**Force Majeure**” means an event beyond the control of the contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the contractor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION II

**INFORMATION REGARDING TECHNICAL
ELIGIBILITY**
(Annexure A to H)

LETTER OF TRANSMITTAL

From:

To

The Registrar
GGS IPU
Sector 16C, Dwarka,
Delhi

Sub: Submission of Tender Document for the work of “**Supply & Installation of Green House and Net House at GGSIPU Campus, Sector 16C, Dwarka, New Delhi**”.

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & Installation.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) 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 Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II 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 Price Bid in separately 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.

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

ORGANISATION STRUCTURE

1. Name & Address of the Bidder :
2. Telephone No./Fax No./ e-mail :
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
 - e) A Public Sector Undertaking
4. Particulars of registration with various Government Bodies (Attach attested Photo Copy)
Organization /Place of registration Registration No
5. PAN No. -----
6. Names and Titles of Directors & Officers with designation to be concerned with this work. :
7. Name & Designation of individuals authorized to act for the organization :
(Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
8. Was the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work. :
9. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. :
10. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13. Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

DETAILS OF ANNUAL TURNOVER

A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover on Supply & Installation of Green House (In Lakhs)	Profit/Loss (In Lakhs)
2011-2012		
2010-2011		
2009-2010		

- B. Audited balance sheet and profit & loss account for above three years to be submitted.**
- C. Latest Solvency certificate from Banker valid on date of receipt of tenders.**

(Stamp, Name & Signature of Bidder)

Annexure - D

DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 05 (FIVE) YEARS

Sl.No.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	CONTRACT VALUE	COMPLETED VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) shall be furnished alongwith the Bid as per Annexure - E.

(Stamp & Signature of Bidder)

PERFORMANCE REPORT OF WORKS REFERRED IN ANNEXURE - D

1. Name of work/ Project & Location :
2. Name of Client and Address with
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per
work order/Award : Rs.
5. Total value of actual work done : Rs.
6. Estimated Cost of award : Rs
7. Date of start :
8. Date of completion
 - i) Stipulated date of completion :
 - ii) Actual date of completion :
9. Amount of compensation levied for delayed completion, if any: Rs.
10. Amount of reduced rates item if any : Rs.
11. Amount of compensation not yet decided:
12. Performance Report
 - 1) Quality of work Excellent/Very Good/Good/Fair/Poor
 - 2) Financial soundness Excellent/Very Good/Good/Fair/Poor
 - 3) Technical Proficiency Excellent/Very Good/Good/Fair/Poor
 - 4) Resourcefulness Excellent/Very Good/Good/Fair/Poor
 - 5) General behaviour Excellent/Very Good/Good/Fair/Poor

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)

Dated :

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder during last 05 (five) years and the works indicated in **Annexure D**.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, Email, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

Solvency Certificate from Bankers of the company in the following form:
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature)
For the Bank

NOTE

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

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

DECLARATION FOR FAIR BUSINESS BY THE BIDDER

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

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

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

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist.

Please tick the box and ensure compliance:

- 1 EMD
- 2 Bid Forwarding Letter
- 3 Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.
- 4 Partnership Deed in case of partnership firm and Article of Association in case of limited company.
- 5 Compliance to Bid Requirement
- 6 Declaration by the bidder
- 7 All pages of the bid have been page numbered in sequential manner.
- 8 Annexure(s) – A to H
- 9 Copy of ISO 9001.
- 10 Valid VAT, Service Tax, Excise Registration

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

**Form of Performance Guarantee
Bank Guarantee Bond**

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

2. We, ------(indicate the name of the Bank) ----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, ------(indicate the name of the Bank) further agree that the guarantee herein contained shall 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 Project-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, ------(indicate the name of the Bank) further agree with the University that the University 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, ------(indicate the name of the Bank) lastly undertake not to revoke this guarantee except 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)

Detailed Specification for Greenhouse	
S.No.	Items
1.	Size: A Research Greenhouse with two chambers size length 92.8sq.m. 7.3m x 12m x 2.74m : 3.65m (LxWxSH:CH)= 87.6 m2 (Dimension of Green House) 2.6m x 2m x 2.1m : 2.5m (LxWxSH:CH)= 5.2 m2(Dimension of Buffer Room)
2.	Cladding: Cladding with 6mm thick clear double wall UV stabilized polycarbonate sheet. For roof, end walls, & sidewalls for the greenhouse-set for rigid covering. 6mm thick clear multiwall polycarbonate sheet alongwith Aluminum Profile, EPDM gasket, Silicon sealant and accessories as required for installing poly carbonate sheets. Make : Lexan/ Polygal
3.	Frame: All Structure, Rafters, Purlins, Trusses are hot dip galvanized and design as per IS 875 standards to take withstand of wind speed 120 km. per hour. Gutter Slope- 2% to be provided in civil foundation. Specification: -Hot dip galvanized Steel Structure: Using galvanized tubular structure or equivalent sections. - GI Pipe of size: 47mm x 47mm x 2mm thick ± .5mm thick with aluminum profile. - All G.I pipes are of “B” class & ISI made and galvanized 50 micron. - Aluminum frame should be minimum 1.5mm thick and aluminum extended section of minimum size 40mm x 40mm. - Using different thicknesses of al. frames for structure, range from 1.5mm to 3.2mm.
4.	Cooling: to maintain 23°C temperature at the centre of the green house (±2°C) from ambient with standard Air Conditioning devices equipped with stabilizers, Green House temperature can be lowered upto 10 ⁰ C ±2 and required accessories with ISI mark and with minimum three star ratings Blue star/ Voltas/ LG by BEE, at standard ambient 40°C and below 62% RH
5.	Heating: Customized filament Heater of 2.5 kw to be fixed in green house at approved location -4 nos. (2 nos. in each green house chamber).
6.	Humidity: 1 hP crompton pump with screen filter of 120 mesh. Screen filter capacity: 10cum/hr. Systax water tank 500 ltr. Capacity for each chamber x 2nos. connected with rust free 32mm PVC Pipe 10kg/cm2 pressure range. 4 way Netafim fogger with 28 LPH discharge/fogger.
7.	Lighting System.: Photosynthetic ally Active Radiation Lamps: (PacRa™/PAR) . W1.7 to 2.6/60 OacRa™ 40 watts are specific action spectra lamps for photosynthesis with electronic ballast for research. Lamps should confronts DIN Germany/ IEC international/ JIN Japan standards. 5 nos. in each Chamber.
8.	Control Panel for Automation : Microprocessor Photosynthesis Monitor Panel code no. 002264 00304, which includes Light, Temperature & Humidity Control System.
9.	Shading Structure: 75% Agro Shade Net, Colour: Green. on Roof which can be rolled back with Manual Gear box arrangement when not required. Make : Tufflex or equivalent
10.	Floors & Walls: Brick wall 9" wide , 18" below ground & 18" above ground level with duly plaster. Floor make of crushed brick & then 50mm thick CC of ratio 1:2:4 & then anti slippery hard vetrified Tiles on Floor. 75 cm. Plinth protection around the complete structure made from cc 1:2:4.
11.	Doors: Hi-tech Aluminum Sliding doors -03 Nos. of size: 2m x 1m with 6mm made of aluminum section 13/4" x 12/4" x 100 mm thick. Polycarbonate sheet & 10mm EPDM Rubber & Gasket. One Lockable Door for main entry into Green House chambers with one Air Curtain auto On -Off facility.

12.	Air curtain: Air Curtain 3' wide with auto On -Off switch
13.	Disinfection: Buffer room area will be disinfected with Ozone Generating System-
14.	Benching: Hot Dip Galvanized Table size:- 9'x4'x2.5' each 05 No. Table will be made of 2"x1.5" x 1.6mm thick G.I. tube with 32x32x2mm thick table stand & 1"x1"x3mm Burfy mesh on Top with proper support of table for complete strength.
15.	Hail and wind speed: Will with stand average hail & wind speed of 120km/hr.
16.	Electrical Devices: All Electrical device with ISI mark Fitting & FRLS grade copper wire make (Havells/ Kalinga/Finolex) on PVC conduit pipe with appropriate MCB for individual load. 16 Amp multi Pin power point make (legend/crafts/ equivalent) -03 Nos. for each chamber & one extra power point at Buffer Room.
17.	Comprehensive on-site warranty: Warranty for a period of 12 months

- Structure to be made in accordance with drawing attached as Annexure I. The main structure shall be provided with Aluminum frame and Aluminum profile for wall given as per design.

Detailed Specification for Net House	
S.No.	Items
BREAKUP FOR SHADE NETHOUSE: Total area : 500Sq. ft.	
	<p>Size: Total area : 25'x20'x7': 11' (Lx W x Hs:Hc)</p> <p>Shape: Arc</p> <p>Structure: Made by latest ZTP Technology with G.I. pipe 32mmx25mm x 2mm ± .5 mm. Spacing between column 8',4" lengthwise.</p> <p>Door: G.I. Door -01 Nos. size : 6',3" x 3' (Hxw) with 6mm polycarbonate sheet , Door closer & locking arrangement .</p> <p>Roof screen & Side covers: 50% UV stabilized Agro Shade Net color green make-Tufflex.</p> <p>Electrical device: All Electrical device with ISI mark Fitting & FRLS grade copper wire make (Havells/ Kalinga/Finolex) on PVC conduit pipe with appropriate MCB . 16 Amp multy Pin power point -01 No make (Anchor/ MDS/ equivalent) for run Micro sprinkler system. 6 Civ</p> <p>Civil Work: Structure raised on CC column size :1'x1'x2' . Column depth will be 2' below ground level . Structure raised on 38mm G.I. pipe 2mm thick ± .5mm grouted on CC column with ratio of 1:2:4 with complete G.I. Nut & Bolt system.</p> <p>Floor: Natural soil, as it is.</p> <p>Micro sprinkler system: Microsprinkler system with 01 HP Crompton pump, Screen filter 120 mesh make - Kelba, 60 LPH Netafim mini sprinkler nozzles with Micro Tube & 16mm lateral pipe, 32mm PVC pipe (ISI mark) 10kg/cm2 pressure range.</p> <p>Piltz time: Make Saveer (Code No.002264-00306) For Humidity..</p> <p>Comprehensive on-site warranty for a period of 12 months for electrical & electronics items.</p> <p>Availability of spare parts: -Spare parts of the quoted item should be provided for life time either under warranty period or AMC (Annual Maintenance Contract).</p>
Total Amount in Rs. (inclusive taxes)	
Total Amount in Rs. (inclusive taxes) in words	

Note: Rates should be quoted inclusive of all taxes in Indian Rupees

FINANCIAL BID

S.No.	Item	Unit	Quantity	Rate	Amount
1	Providing and fixing Green house at designated location as approved by University in accordance with specification and drawing attached in the tender all complete including Civil, electrical, Cooling/ Heating/ Humidification, Plumbing.	Sq.m.	100		
2.	Providing and fixing Green house at designated location as approved by University in accordance with specification given in the tender all complete including Civil, electrical & Plumbing work.	Sq. m	50		
3.	Comprehensive AMC for 2 years beyond the warranty period all complete including labour, repair/ replacement of machine/ equipment Ist year 2 nd year				
	Total				

Note: L1 will be evaluated including price quoted for AMC.

