

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

Press Notice for Publishing Newspaper

NOTICE INVITING e-TENDER

The Executive Engineer, University Works Division, GGSIPU, Sector 16 C, Dwarka invites on behalf of Guru Gobind Singh Indraprastha University Item rate tenders for following work(s):-

Name of Work: A/A GGSIP University Dwarka Campus, New Delhi

Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System

NIT No: 05/EE/UWD/Civil/2014-2015

Estimated Cost : Rs. **30,18,510/-**, Time of completion : 15 days, EMD: Rs **60,371/-**

The tender forms and other details can be obtained from website <http://govtprocurement.delhi.gov.in>. or www.ipu.ac.in. Last date of submission of bids is 30/09/2014.

EE/UWD

NOTICE INVITING e-TENDER (Eligibility Bid)

The Executive Engineer, University Works Division, on behalf of the GGSIPU invites online bids from Specialized agencies dealing in water cooler with inbuilt RO water purification system, fulfilling the set eligibility criteria, in two bid System (eligibility & Price Bid) for following work(s):-

S. No.	NIT no.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid	Period during which EMD, and other Documents shall be submitted to EE, UWD, GGSIPU	Time & date of opening of Technical bid
1	2	3	4	5	6	7	8	9
1	05/EE/UWD/Civil/2014-2015	Name of Work: A/A GGSIP University Dwarka Campus, New Delhi Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System	Rs.30,18,510/-	Rs. 60,371/-	15 days	Upto 30/09/2014 15:00 hrs	Upto 30/09/2014 15:00 hrs	Upto 30/09/2014 15:30 hrs

1. The works involves ‘Supplying, Installation, Testing and Commissioning of Water coolers with inbuilt RO Water Purification System’.
2. The specialized agencies who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
 - a) Should have satisfactorily completed the works as mentioned below during the last 5 years ending last day receipt of tender.
Three similar works each costing not less than Rs. 12,07,404/- or Two similar works each costing not less than Rs.18,11,106/- or One similar work costing not less than Rs.24,14,808/-.
The value of executed work shall be brought to current costing level by enhancing the completion value of work at simple rate of 7% per annum calculated from date of completion upto last date of submission.
Similar works shall mean “Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System.
In case of private establishment, copy of form 26A / TDS certificate issued by client for same work shall be submitted.
Copies of Performance certificate issued by the officers of the client department of the rank of Executive Engineer or equivalent will have be submitted. Performance certificate must indicate date of completion, nature of work (to establish similar work), name and address of client, value (completion) of work.

- b) Should have valid DVAT registration & upto date DVAT return of last quarter.(Copy of DVAT registration and return of last quarter to be uploaded)
 - c) Should have valid Pan no. (Copy of PAN card to be uploaded)
 - d) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in GGSIPU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid.)
 - e) Consent letter from OEM of make defined in this tender document on letter head of OEM for providing the water cooler inbuilt RO in given time frame of this tender document, support for free mandatory services during defect liability period and maintenance, support for execution, commissioning and testing. (Scanned copy to be uploaded at the time of submission of bid.)
3. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
 4. Information and Instructions for bidders shall form part of bid document.
 5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in free of cost.
 6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
 7. Contractor can upload documents in the form of **PDF** format.
 8. Contractor must ensure to quote rate of each item.

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
 9. Eligibility bid will be opened first on due date and time as mentioned above. Price bid of only those bidders shall be opened whose eligibility documents are found in order and approved by Competent Authority. Time and date of opening of price bid will be intimate to those bidders who are found eligible.
 - 10. Self attested copy of List of Documents to be scanned and uploaded within the period of bid submission:**
 - i. EMD in favour of Registrar, GGSIPU.
 - ii. Certificate of Registration for DVAT under WCT.
 - iii. Acknowledgement of up to date filed DVAT return of last quarter.
 - iv. PAN Card.
 - v. Affidavit for not subletting the work.
 - vi. Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
 - vii. Form 26 A / TDS certificate issued by client.
 - viii. Consent letter from OEM.

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

EE/UWD

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

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

13. **Submission of bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <http://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

14. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of Demand Draft/Pay Order/FDR of a scheduled bank issued in favour of Registrar, GGSIPU, New Delhi. 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank.

Zerox copy of the DD/Pay Order/FDR is to be scanned and uploaded alongwith the Bid, and the original Treasury Challan/Pay Order/FDR shall be sent to the office of EE (MB-I), DTTDC Ltd. so as to reach before the date and time mentioned in NIT. Failure to furnish the original DD/Pay Order/FDR/BG as EMD and other documents before date and time mentioned in NIT will entail rejection of bids.

15. **Price Bid Opening:-** The Price Bids will be opened online by the Executive Engineer, UWD at the specified date & time and the result will be displayed on the <http://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.

16. **Processing of Tenders:** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.

17. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:

- i) Bidders can come to the place of opening of bids (electronically) as done in the conventional tender process.
- ii) Bidders can see the process online.

18. **Signing of agreement:** After the award of the contract, an agreement shall be signed as done in conventional tenders.



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

Name of Work: A/A GGSIP University Dwarka Campus,
New Delhi

Sub Head Supply, Installation, Testing and
Commissioning of Water Cooler with
inbuilt RO Water purification System

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

Volume - I

General Conditions

Special Conditions

Particular Specification

INDEX

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

Sub Head **Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System**

S.No.	Description	Page Nos.
1.	Press Notice for News Paper	1
2.	Notice Inviting e-Tender for Website	2-3
3.	Information and Instructions for Contractors for E-Tendering Forming Part of NIT	4-5
4.	Notice Inviting e-Tender	9-13
5.	Integrity Pact	14-21
6.	Letter of submission	22-23
7.	General Rules and Directions	24-27
8.	Conditions of Contract	28-30
9.	Form of Performance Security and Earnest Money Deposit– Bank Guarantee Bond	31-34
10.	Proforma of Schedules A to F	35-38
11.	Special Conditions & Technical Specifications	39-43
13.	Schedule of Quantities	44-45

Notice Inviting e-Tender

CPWD-6

Item rate tenders are invited on behalf of GGSIPU from Specialized agencies dealing in water cooler with inbuilt RO water purification system valid as on date for the work:-

Name of Work: A/A GGSIP University Dwarka Campus, New Delhi

Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System

The work is estimated to cost **Rs.30,18,510/-**-This estimate, however, is given merely as a rough guide.

Eligibility

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

- a) Should have satisfactorily completed the works as mentioned below during the last 5 years ending last day receipt of tender.
Three similar works each costing not less than Rs. 12,07,404/- or Two similar works each costing not less than Rs.18,11,106/- or One similar work costing not less than Rs.24,14,808/-.

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

Similar works shall mean "Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System.

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

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

- b) Should have valid DVAT registration & upto date DVAT return of last quarter.(Copy of DVAT registration and return of last quarter to be uploaded)
c) Should have valid Pan no. (Copy of PAN card to be uploaded)
d) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

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

- e) Consent letter from OEM of make defined in this tender document on letter head of OEM for providing the water cooler inbuilt RO in given time frame of this tender document, support for free mandatory services during defect liability

period and maintenance, support for execution, commissioning and testing.
(Scanned copy to be uploaded at the time of submission of bid.)

1. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 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.
2. The time allowed for carrying out the work will be **15 days** from the date of start as defined in Schedule 'F' or from the 1st date of handing over of the site, whichever is later, in accordance with the phasing, if any, as indicated in the tender documents.
3. The site for the work is available.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of contract to be complied with and other necessary documents except Standard General Conditions Of Contract Form can be seen from website <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in free of cost.
5. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
6. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
7. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
8. Earnest money deposit amounting to **Rs. 60,371/-** in the form of Demand Draft or Pay order on fixed deposit receipt (**drawn in favour of Registrar GGSIPU, New Delhi**) or Bank Guarantee of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of **EE UWD GGSIPU, GF Library Block at GGSIPU Sec 16C Dwarka Campus** New Delhi-110078 in separate envelope marked 'EMD'. A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank which is to be scanned and uploaded by the intending bidders.

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

- i. EMD in favour of Registrar, GGSIPU.
- ii. Certificate of Registration for DVAT under WCT.

- iii. Acknowledgement of up to date filed DVAT return of last quarter.
- iv. PAN Card.
- v. Affidavit for not subletting the work.
- vi. Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
- vii. Form 26 A / TDS certificate issued by client.
- viii. Consent letter from OEM.

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

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

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

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

The bid submitted shall be opened at 03.30 P.M. on 30/09/2014

9. The bid submitted shall become invalid if:
 - i. The bidder is found ineligible.
 - ii. The bidder does not upload all the documents as stipulated in the bid document.
 - iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
 - iv. If the bidder does not submit hard copies of other documents and /or EMD in original before the last date as notified.
10. 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 cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank / Banker's cheque of any scheduled bank / demand draft of any scheduled bank / pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
11. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of

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

12. The competent authority on behalf of the Registrar of GGSIPU, does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
13. 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.
14. The competent authority on behalf of the REGISTRAR GGSIPU reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to tender for works in the GGSIPU Circle, responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in GGSIPU, Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
16. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
17. The tender for the works shall remain open for acceptance for a period of **Ninety days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or

remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

18. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
 - (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the part of the tender as uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard CPWD Form 8 with up-to-date correction slips as applicable.
 - (c) Integrity Pact.

**Executive Engineer
UWD, GGSIPU**

INTEGRITY PACT

To,

Sub: NIT No. 05/EE/UWD/Civil/2014-2015 for the work :- **A/A GGSIP University Dwarka Campus, New Delhi**
Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System

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,
University Works Division
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110078

Sub: Submission of Tender for the work of

Name of Work :- A/A GGSIP University Dwarka Campus, New Delhi
Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with
inbuilt RO Water purification System

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

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

AND

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

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. _____) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for the work of **Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System.** 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 bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will; not use improperly;, (for the purpose of competition or personal gain), or pass on to others, any

information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

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

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

severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

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

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 15 days after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____
2. _____

Place:
Dated:

**Letter of Submission
Item Rate Tender**

(A) Tender for work of **A/A GGSIP University Dwarka Campus, New Delhi**
Sub Head Supply, Installation, Testing and Commissioning of Water Cooler
with inbuilt RO Water purification System

- i) To be uploaded by **15.00 HRS hours up to 30/09/2014** to Executive Engineer,
UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New
Delhi-110078
- ii) To be opened online at **15.30 hours on 30/09/2014** in the office of **Ex. Engr,**
UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New
Delhi-110078

Issued to -----

(Contractor)

Signature of officer issuing the documents -----

Designation : EE, UWD, Library Block , GGSIPU, Sector 16C , Dwarka ,
New Delhi - 110078

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.60,371/-** 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 Performance Guarantee 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 performance guarantee absolutely. The said performance guarantee shall be guarantee 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 Division

**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 officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
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.
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.

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 (except service tax) 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 sub division of Executive Engineer) (hereinafter called “the Engineer-in-Charge”) in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of20...

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will

note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE.....

SIGNATURE OF THE

SEAL

BANK

WITNESS.....

(SIGNATURE, NAME AND ADDRESS

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

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities – (As per Page- 44 to 45)

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: A/A GGSIP University Dwarka Campus, New Delhi

Sub Head Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System

Estimated cost of work : **Rs. 30,18,510-**

- i) Earnest money : **Rs.60,371/- (to be returned after submission of performance guarantee)**
- ii) Performance Guarantee : **5% of tendered value**
- iii) Security Deposit : **2.5% of tendered value**

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : Ex. Engr, UWD, GGSIPU

Definitions:

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

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

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

2(xi) Standard Schedule of Rates Market Rate

2(xii) Department GGSIPU

9(ii) Contract Form

Form 7/8

Clause 1

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

Clause 2

Authority for levy compensation Under clause 2.

Superintending Engr/ Administrative Head, GGSIPU

Clause 2A

Whether Clause 2A shall be applicable

No

Clause 5

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

7 days

Time allowed for execution of work.

15 days

Authority to give fair and reasonable extension of time for completion of work

Executive Engineer

Clause 6 or 6 A

Clause Applicable

6A

Clause 7

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

Clause 10 A

List of testing equipment to be provided at site

TDS Meter

Clause 10 B(ii)

Whether clause 10B(ii) is applicable

No

Clause 10 C

Component of labour expressed as percent of value of work

Not 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

Component of labour expressed as percent of total value of work

Component of POL expressed as percent Of total value of work

Clause 11

Specifications to be followed for execution of work

CPWD specification 2009 with upto date correction slip

Clause 12 Type of Work**Original**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3

30%

12.5 i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work (except earth work)

30%

ii) Deviation limit for items in earth work 100%
Name of Work of DSR or related items

Clause 16

Competent Authority for deciding reduced rates

**Superintending Engr/ Admn. head
GGSIPU**

Clause 18

List of mandatory machinery tools& plants

TDS Testing Kit. Pressure Testing Kit

To be deployed by the contractor at site

Clause 25

Constitution of Dispute Redressal committee Chairman- Registrar, GGSIPU

Member-I, SE, UWD

Member-II, Technical Expert appointed by Hon'ble VC

Clause 36(i)

Requirement of Technical representative(s)
and recovery rate

Not Applicable

Clause 42

Not Applicable

Special Conditions

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 7/8, 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 No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 5.0 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.
- 6.0 No work shall commence in the absence of contractor’s engineers and they shall certify in writing about the correctness of layout alignment and shall ensure stability of all structural work such as partition panel and other related items.
- 7.0 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the GGSIPU and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the GGSIPU is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 8.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.

- 9.0 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.
- 10.0 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of installation and commissioning shall be the responsibility of the contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities. However, actual statutory fee paid to the concerned authorities for obtaining approvals if any, shall be reimbursed by the University on production of proof of payment made by the Contractor.
- 11.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.
- 12.0 The contractor shall submit the test certificates from the respective manufacturer along with its declaration that all relevant standards have been complied with while manufacturing of these furniture items.
- 13.0 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.
- 14.0 The contractor shall got approve the sample of all furniture items including shade / colour / fabric and necessary hardware before bulk supply from Engineer-in-charge.
- 15.0 The site may be at one or more places within the campus and at any floor upto ten levels for which nothing extra shall be paid.
- 16.0 Cess @ 1% of gross value of work done shall be deducted from the payment as per Delhi Building & other Construction Workers Welfare Cess Act 1996 besides other statutory deduction like income tax, VAT etc.
- 17.0 The contractor shall be fully responsible for rectifying the defect which may happen during the use up to 12 months from the date of completion of the work if the same is due to manufacturing defects etc. The decision of Engineer-in-Charge in this regard shall be final & binding. In case the contractor fails to carry out the said repairs, rectifications, replacement within the specified time, the department shall get the repairs / rectifications / replacement as considered necessary at the cost of the contractor by recovering the cost from the security deposit. In case additional expenditure is incurred by the department on this account, the same shall be borne by the contractor.

- 18.0 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.
- 19.0 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.
- 20.0 Contractor shall have to make own arrangement for water & electricity, otherwise 1% of gross amount shall be deducted from the dues of the contractor.
- 21.0 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.
- 20.0 The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies.
- 21.0 Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.

In case on non availability of the brand specified in the contract, the Contractor shall submit the documentary evidence of non availability of approved brand and suggest the alternate brand of equivalent quality for the approval of the competent authority. It will be at the discretion of the Engineer-in-Charge to approve or reject the brand suggested by the contractor and approve the name of any other equivalent brand.

- 22.0 Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials attached in the tender, shall be used in the work.
- 23.0 List of Approved Makes
 Water Cooler with Eureka Forbes/Canon/Luxor
 inbuilt RO Water
 Purification System

24.0 Specifications

Dimensions in mm (W x D x H)	As per manufacturer's Design
Operating Power Supply	230 ± 10% V AC, 50 Hz
Power in Watts (Max)	700 ± 10% or better
Refrigeration capacity as per IS 1475 – 16.5°C	40 LPH
Water storage tank capacity	80 Ltr
Capacity with comfort level 35°C inlet Water Outlet Temperature at 17°C ± 1°C inlet	60 Ltr per hour

Compressor Make	Copeland/ Emerson /Tecumseh
Refrigerant	Freon 22 or equivalent as approved by GOI
Thermal Insulation for storage tank	PUF
No. of Faucets	2
No. of Stages for Filter cum Purifier	7
Stages Details	Particulate Filter -> Pre Carbon Block Filter -> Anti Scalant Filter -> Sediment Filter -> Reverse Osmosis Membrane Filter -> Post Carbon Block Filter -> Nano Silver Leaching Filter
RO Membrane Rating	4 nos. x 75 GPD
Permeate (Purified Water) Production Capacity	50 LPH
% of Purified Water Recovery	25%
% Rejection of TDS	90%
Operating Temperature	5°C to 45°C
RO Membrane Flushing	Auto / manual Flush @ Every Start, Every Stop and Every One Hour – For 1 Minute
RO System Operating Voltage	48 V DC & 24 V DC or 24 V DC
Storage Tank Material	SS 304
Outer Body Material	Full SS.
Type of Product Construction	concealed

Volume II

Schedule of Quantities

Schedule of Quantity

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

Sub Head **Supply, Installation, Testing and Commissioning of Water Cooler with inbuilt RO Water purification System**

S. No.	Description of work	Unit	Qty	Rate(Rs./Unit)	Amount in Rs/-
1	<p>Supply, Installation, testing & commissioning of storage water cooler with inbuilt reverse osmosis system designed to deliver 50 litres of purified cold water per hour through a 7 stage inbuilt reverse osmosis purification process with membrane of pore size 0.0001 micron which prevents the passage of the micro organisms and total dissolved slats making the water lighter, taste natural and safe to drink. The storage capacity of cooler shall be 80 ltrs. The water cooler shall be designed to provide water outlet temperature at 16.5°C at a flow rate of 60 LPH having permeate production capacity of 50 LPH with flush on every start and stop and for every one hour for one minute. The RO System shall be fitted with nano silver leaching filtration for effectively preventing PSOT microbial contamination in the storage tank.</p> <p>The water cooler shall be suitable for operation on 230 voltage $\pm 10\%$ single phase AC supply and generally conforming to the requirements of IS1475 complete storage tank made out of SS304 and full item in SS as per directions of Engineer-in-Charge.</p>	Each	22		
	TOTAL				

**Executive Engineer
University Works Division**