

Directorate of Students' Welfare
Guru Gobind Singh Indraprastha University
Sector 16 C, Dwarka, New Delhi- 110078 Website: <http://ipu.ac.in>

Press Notice for Publishing Newspaper

NOTICE INVITING TENDERS

The Director, Student Welfare, GGSIPU, Sector 16 C, Dwarka invites on behalf of Guru Gobind Singh Indraprastha University invites item rate tender from the reputed agencies for following work(s):-

Name of work: Hiring & Erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj 2013" to be held during the period 1st to 3rd Feb 2013 at Dwarka Campus

Estimated Cost : Rs. 10,00,000/-

Time of completion : To be made ready on 31st Jan 2013 at 5:00pm

The tender forms and other details can be obtained from the O/o Director, Students' Welfare on payment of Rs 500. The last date of upto which tender documents can be obtained will be 14th Jan 2013 up to 1600 Hrs and same can also be downloaded from website www.ipu.ac.in. Other detail / information can be seen on website www.ipu.ac.in.

(Anup Singh Beniwal)
Director, Students' Welfare



**GURU GOBIND SINGH
INDRAPRASTHA UNIVERSITY**

Tender Document

Name of work: Hiring & Erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st to 3rd Feb 2013 at Dwarka Campus

**Director (Student Welfare)
Shopping Complex, First Floor
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110078
Contact : 25302801, 802**

Document Fee : Rs 500.00 (Non-refundable)

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NOTICE INVITING TENDER

1. The Director (Students Welfare), on behalf of the GGSIPU invites Sealed tenders in two bid system (Technical & Financial) from approved and eligible contractors as per eligibility criteria for the work of:- Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus .
2. The work is estimated to cost Rs. 10,00,000/-. This estimate, however, is given merely as a rough guide. Tenderer shall quote his rates as per various terms and conditions specified in this tender document.
3. Tender documents consisting of conditions, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Director(Student Welfare) between hours of 11:00 AM & 4:00 PM upto 14th Jan 2013 everyday except on Sundays and Public Holidays. Tender is also available on website www.ipu.ac.in.
4. Desirous agencies may obtain tender document on request in writing from O/O Director(Student Welfare), First Floor, Shopping Complex, GGSIPU, Dwarka, New Delhi – 110078 on any working day between 1000 Hrs. (IST) to 1600 Hrs. (IST) up to 14th Jan 2013 on payment of non-refundable fee of Rs.500/- (Rupees Five Hundred Only) in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi. Tenders can also be downloaded from the website www.ipu.ac.in. In case of downloaded tenders, demand draft of Rs. 500/- shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Registrar, GGSIPU payable at New Delhi.
5. Agencies fulfilling the above criteria mentioned below at S.no. 6 may submit the tender documents along with Earnest Money Rs.1,00,000/- (Rupees One Lakh only) in the shape of fixed deposit receipt of a scheduled bank or demand draft of a scheduled bank issued in favour of Registrar, GGSIPU.

6 Eligibility Criteria

Individual agency that fulfils the following requirements shall be eligible to apply:-

- a) Individual agency should have satisfactorily completed during last five years ending Dec **2012**:-
 - i) Three similar each costing not less than 40% of the estimated cost or two similar works each costing not less than 60% or one similar work costing not less than 80% of the estimated cost.
 - AND**
 - ii) One work of tentage / light / sound costing not less than 40% of the estimated cost with some central / state government organization / central autonomous body / central public sector undertaking / government educational institution / government university

Note: Similar works shall mean providing tentage, lighting, sound / video system for cultural event / festival of college, institute, university. Performance certificate of the works executed by the lead agency and agencies to be submitted in Form ‘D’. Agency to provide details of works in Form ‘C’.

- b) The agency should have an average annual financial turnover of at least Rs.100 lakh during the immediate last three years ending 31st March, 2012. This should be duly audited by a chartered accountant. Year in which no turnover is shown would also be considered for working out the average.
- c) Agency should not have incurred any loss in more than two years during the last immediate last five consecutive financial years ending 31st March 2012. Profit & Loss statement of agency to be submitted in Form 'A'. This should be duly certified by Chartered accountant.
- d) The agency should have a solvency of Rs. 5 lakh. Solvency certificate shall be submitted in Form 'B' issued by scheduled bank.
- e) The agency should have valid DVAT, Service Tax registration. Copy of registration to be attached.
- g) The agency should attach copy of PAN card and last filed Income Tax return

7. The bids shall be submitted in following manner

Envelope 1 – This envelope shall contain Earnest money Deposit and Tender Sale Money (in case of downloaded tenders) in the prescribed form. This envelope shall be superscribed as “**Earnest money**”

Envelope 2 – This envelope shall contain following documents:

- a) Duly signed blank tender document
 - b) Documents in support eligibility criteria as mentioned in S. no. 6 above.
- This envelope shall be superscribed as “**Technical Bid**”.

Envelope 3 – This envelope shall contain duly filled financial bid in both figures and words. This envelope should be superscribed as “**Financial bid**”.

All the above envelopes shall be submitted together in another sealed envelope super scribed with the Name of work and due date of opening, which will be received by the Director (Student Welfare) upto 3.00 pm on 15th Jan 2013 and will be opened by him or his authorized representative in his office on the same day at 3.30 pm. The envelope marked “Earnest Money” shall be opened first and envelope marked “Technical Bid” of only those renderers shall be opened, whose earnest money and tender sale money (in case of downloaded tenders) are found to be in order. Documents submitted by the bidders in support of their eligibility shall be evaluated first and financial bids of only those bidders shall be opened who meet the eligibility criteria as set out in para 6 above. Date of opening of financial bid shall be intimated separately to the bidders who meet the eligibility criteria as per s.no. 6 above.

- 8. All work shall be completed by 31st Jan 2013 upto 5:00 P.M. The bidder will have to submit the details of works carried out for each location vis a vis scope of work mentioned in para 5 of Conditions of Contract.
- 9. Last date for submission of tender document is 15th Jan 2013 upto 15.00 Hrs.

10. The Contractor whose tender is accepted, will be required to furnish performance guarantee of Rs 1,00,000 (Rupees One lakh only) within 2 days. This guarantee shall be in the form of Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.
11. Copies of documents pertaining to the works will be open for inspection by the tenderers at the office of Director (Student Welfare). Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation they may require and before submitting their tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
12. The competent authority on behalf of the GGSIPU does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
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 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 permitted to tender for works in the Office of Director(Student Welfare) responsible for award and execution of, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the GGSIPU. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. The tender for the works shall remain open for acceptance for a period of (90) Ninety days from the date of opening of tenders/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the GGSIPU, then the GGSIPU shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re tendering process of the work.

Director (Student Welfare)
GGSIPU, Dwarka

INTEGRITY PACT

To,

Sub: NIT for the work of Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus

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

Director (Student Welfare)

INTEGRITY PACT

To,

Director (Student Welfare)
GGSIPU, Dwarka

Sub: Submission of Tender for the work of Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus

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 _____ 2013

BETWEEN

GGSIPIU represented through Director (Student Welfare), (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 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for –

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj 2013" to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GGSIPU.

Article 7: Other Provisions

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

Article 8: Legal and Prior Rights

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____

2. _____

Place:

Dated:

GENERAL RULES AND DIRECTIONS

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. Copies of the conditions, 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 financial bid, stating at what rate he is willing to undertake 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 representative, will open tenders in the presence of any intending contractors who may be present at the time. 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. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
8. 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 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 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.

9. All rates shall be quoted on the financial bid. 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.
10. The contractor whose tender is accepted shall be required to deposit an amount equal to 1,00,000 (Rupees One lakh) as performance guarantee within 2 days 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.
11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the office of Director(Student Welfare).
12. Sales Tax/VAT, purchase tax, turnover tax or any other tax in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same.
13. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
14. 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.

CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein including these conditions and instructions issued from time to time by the Officer-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 Officer-in-Charge means the Director (Student welfare) or his authorised representative
 - vi) 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.
 - vii) Department means Guru Gobind Singh Indraprastha University.
 - viii) Tendered value means the value of the entire work as stipulated in the letter of award.
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 work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment, transport, insurance etc which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions of work given below 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.

Scope of Work:

Providing and erecting the tent / shamiana including providing, installing and operating light, sound and video equipments and other miscellaneous works including required wiring / cabling for audio, video and lighting system as mentioned below:

(A) Main Stage (Venue : Main Sports Ground , Duration : 1st to 3rd Feb 2013)

| Tentage for three days | |
|---|-------------|
| Steel Structure water proof pandal of minimum size 75' x 60' in approved design made from Truss / Hanger with fabric side covering, fabric ceiling as per approved design, colour all complete. | 01 |
| Stage duly supported on structurally safe scaffolding with required bracing and appropriate wooden top in perfect line and level. The wooden top should not be broken, uneven, and duly fixed to the support system. The whole system should be tested and certified as safe for holding cultural events. Minimum Size of stage will be 60' x 40' with ramp of 16' x 12'. Stage shall be at minimum 6 feet height with black masking all around the stage as per approved design. Stage shall be provided with minimum four steel staircases of minimum 6 feet width duly fixed in line and level with stage. The tread of the staircase should have wooden top properly secured in position. | 01set |
| Backdrop for Main stage (minimum size 50 feet x10 feet) with minimum 2 side panels / wings (minimum size 10 feet x 6 feet) as per approved design and colour. | 01 set |
| Green Room of minimum size 10 feet x 10 feet with black masking to make the walls opaque or with PVC / laminated board panels duly covered from top and with hard floor placed at the back of the stage. | 03 Nos. |
| Elevated seating arrangement for judges of minimum size 30 feet x 12 feet. The seating arrangement should be at least 3 feet high with two steel staircases attached of minimum 4feet width. The seating arrangement shall be appropriately placed in front of main stage behind VIP seating all complete with three centre tables and three (two seater) sofa and two cordless mike. | 01 set |
| Banquet Chairs with cover and bow for three days | 200 |
| Sofa Set (Two / Three seater) with cover | 100 seats |
| Wooden Table with covers, size 6' x 2.5' | 50 |
| Woolen Carpet | 2000 sq.ft. |
| Halogen Light (500 - 1000 Wt.) | 40 Nos. |
| Steel Barricading minimum 1m height with cross bracings | 750 rft. |
| Steel Barricading (heavy) – Mojo | 1000 rft |
| Audio / Video / Lighting for Three days | |
| LED Lights (Shield Beam) | 40 |
| Scanners HMI / Moving head alpha beam 300 | 4 |
| Colour Wash / Laser Lighting | 4 |
| Channel Mixer Allenheath / Soundcraft (48 channels) | 1 |

| | |
|--|-------|
| Line Array Speakers JBL VRX series / Beta 3 | 12 |
| Base | 12 |
| Side fill 3 way | 4 |
| Monitors | 6 |
| Guitar Amps | 3 |
| Guitar amps Mrshal | 2 |
| Guitar Amp KB-5 | 1 |
| Fire Base 700 | 1 |
| Drum Monitors | 2 |
| Drum Kit Microphones P.G. 52, PG56, PG-81 (Shure) | 8 |
| Cordless S.M. 58 Shure VLX (SM 57) | 4 |
| Effect Rack | 2 |
| Yamaha 990 Delay | 1 |
| Shure Graphic Equalizer Digital DFR 2200 | 1 |
| Digital Crossover DBX 260 | |
| Video recording and live projection on LED Walls (12feet x 10feet) / Projection Screen (2 nos.) of Size 16'x12' including steel structure frame suitable for installing the projection system, covering for the projection screen, boom crane for video recording / projection, DVD player, scaler / switcher, mixer, online editing setup, 2 no projectors of minimum 6000 lumens and three video cameras to record and project from at least three angles. | 02 |
| Additional Audio / video / lighting equipment required for performance by Indian Ocean / Euphoria / Parikarma for one day as per schedule specified by officer in charge | 1 set |
| Additional Audio / video / lighting equipment required for performance by Kailash Kher / Javed Ali / Sonu Nigam for one day as per schedule specified by officer in charge | 1 set |

(B) Stage II (Venue: Ground opposite Boys Hostel, Duration: 1st to 3rd Feb 2013)

| Tentage for Three days | |
|---|------------|
| Steel Structure Waterproof Pandal covered with Tirpal, fabrics ceiling, Size 40' x 30' | 01 |
| Stage duly supported on structurally safe scaffolding with required bracing and appropriate wooden top in perfect line and level. The wooden top should not be broken, uneven, and duly fixed to the support system. The whole system should be tested and certified as safe for holding cultural events. Minimum Size of stage will be 32' x 24'. Stage shall be at minimum 3 feet height with black masking all around the stage as per approved design. Stage shall be provided with minimum two steel staircases of minimum 6 feet width duly fixed in line and level with stage. The tread of the staircase should have wooden top properly secured in position. | 01 |
| Banquet Chairs with cover and bow | 150 |
| Sofa Set with cover (Two / three seater) | 30 seats |
| Woolen Carpet | 750 sq.ft. |
| Halogen Light (500 - 1000 W) | 30 |
| Green Room of minimum size 8 feet x 8 feet with black masking to make the walls opaque or with PVC / laminated board panels duly covered from top and with hard floor placed at the back of the stage. | 02 |
| Steel Barricading minimum 1m height with cross bracings | 600 rft. |

| | |
|---|--------|
| Backdrop for Main stage (minimum size 25 feet x10 feet) with minimum 2 side panels / wings (minimum size 10 feet x 4 feet) as per approved design and colour. | 01 set |
| Elevated seating arrangement for judges of minimum size 18 feet x 10 feet. The seating arrangement should be at least 3 feet high with two steel staircases attached of minimum 4feet width. The seating arrangement shall be appropriately placed complete with two centre tables and two (two seater) sofa and one cordless mike. | 01 set |
| Audio / Video / Lighting | |
| Par Can | 24 |
| Top (15" JBL) | 4 |
| Base | 2 |
| Corded Mikes | 10 |
| Cordless Mikes | 2 |
| Mixer | 1 |
| CD Player ((including CD for recording) | 1 |

(C) Stage III (Venue: Ground behind A Block, Duration: 1st to 3rd Feb 2013)

| | |
|---|------------|
| Tentage for Three days | |
| Steel Structure Waterproof Pandal covered with Tirpal, fabrics ceiling, Size 40' x 30' | 01 |
| Stage duly supported on structurally safe scaffolding with required bracing and appropriate wooden top in perfect line and level. The wooden top should not be broken, uneven, and duly fixed to the support system. The whole system should be tested and certified as safe for holding cultural events. Minimum Size of stage will be 30' x 20'. Stage shall be at minimum 3 feet height with black masking all around the stage as per approved design. Stage shall be provided with minimum two steel staircases of minimum 6 feet width duly fixed in line and level with stage. The tread of the staircase should have wooden top properly secured in position. | 01set |
| Backdrop for Main stage (minimum size 25 feet x10 feet) with minimum 2 side panels / wings (minimum size 10 feet x 4 feet) as per approved design and colour. | 01 set |
| Banquet Chairs with cover and bow | 150 |
| Sofa Set with cover (two / three seater) | 30 seats |
| Woolen Carpet | 750 sq.ft. |
| Halogen Light (500 - 1000 W) | 30 |
| Green Room of minimum size 8 feet x 8 feet with black masking to make the walls opaque or with PVC / laminated board panels duly covered from top and with hard floor placed at the back of the stage. | 02 |
| Steel Barricading minimum 1m height with cross bracings | 750 rft |
| Audio / Video / Lighting for Three days | |
| Par Can | 12 |
| Top (15" JBL) | 4 |
| Base | 2 |
| Corded Mikes | 10 |
| Cordless Mikes | 2 |
| Hanging Mikes / Foot Mikes | 4 |
| Mixer | 1 |
| Collar mikes | 4 |
| CD Player (including CD for recording) | 1 |
| Additional Audio / video / lighting equipment required for performance by National School of Drama for one day as per schedule specified by officer in charge | 1 set |

(D) Stage IV for DJ (Venue: On the Bridge, Duration: 1st to 3rd Feb 2013)

| | |
|--|---------|
| Base | 4 |
| Top | 4 |
| C.D. Player – Denon | 1 |
| Mixer | 1 |
| Mikes (Cordless) | 1 |
| Pioneer Pitch 300 S | 2 |
| DJ Console | 1 |
| Tables / Platform for DJ (15 feet x 2.5 feet) | 1 |
| Back drop (minimum 15feet x 10feet) as per approved design | 1 |
| Video recording of the event with two cameras | |
| Steel barricading | 500 rft |
| Kannat of 15feet height | 500 rft |

(D) General (Venue: GGSIPU Campus, Duration: 1st to 3rd Feb 2013)

| | |
|---|----------|
| Mobile Toilets with 1 caretaker and cleaner (per 4 toilets) | 10 |
| Change rooms with PVC / laminated board opaque panels with covered top and hard flooring (minimum 8feet x 8 feet) and four chairs in each room | 6 |
| Help desk / Information Kiosk with following facilities and two table (minimum 8 feet x 8 feet) i Tables – 2 Nos ii Chairs – 4 nos iii. PA system in 2 nos help desk iv Halogen (500 – 1000 w) – 1 no v Power Point – I no | 6 |
| Sponsors stall (minimum 15 feet x 15feet) with following facilities i Tables – 3 Nos. ii Chairs – 4 Nos. iii Halogen (500-1000 w) – 1 no iv Power Point – 1 No. | 5 |
| Food Stalls (minimum 15feet x 15 feet) with following facilities i. Tables – 6 nos. ii Chairs – 4 nos. iii halogen (500 – 1000W) – 2 nos. iv power point – 2 nos. | 15 |
| 125 KVA Diesel Generator Set along with operator and diesel for 12 hrs running per day | 1 |
| Wireless communication system with two operational channels and 30 instruments | 1 set |
| Steel barricading with minimum 1 m height with cross bracings | 1000 rft |
| Kannat 15 feet high | 600 rft |
| Drinking water cooler 60 / 80 ltrs | 4 |

Above equipment is minimum required for the cultural event. In case any additional equipment is required to improve the performance, the said additional equipment shall be installed by agency and nothing extra shall be paid on this account. Decision of the university in this regard shall be final & binding.

- 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. The several documents forming the Contract are to be taken as mutually explanatory of one another.

- 7 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 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.
- 9 The successful bidder shall make all arrangements towards safe and complete execution at the designated location as directed by officer in charge. Such responsibility on the part of the bidder will include taking care of insurance, freight, state level permits etc. as applicable.
- 10 In case the dispute cannot be settled amicably within 30 days of the raising of dispute by either party, either party may seek settlement of the dispute by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on all the parties. The sole arbitrator shall be appointed by Vice Chancellor, GGS Indraprastha University.
- 11 The performance under this contract shall not be stopped for any reason whatsoever during the said dispute/proceedings unless the contractor is specifically directed to do so by the University.
- 12 The venue of arbitration proceedings 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 Jurisdiction of Delhi Courts only.
- 13 It is also a term of the contract that if any fee payable to the arbitrator, 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 in the reference on the date he/she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- 14 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 cause thereof. Unless otherwise directed by the University in writing, the contractor shall continue to perform its obligations under this contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

Special Conditions

1. All work shall be completed latest by 31st Jan 2013 upto 5:00 PM. The agency shall submit the details of equipment, tentage, and other facilities provided in comparison with the scope of work at 5:30 P.M. on 31st Jan 2013. A mock rehearsal of the functioning of all equipments shall be arranged by the agency at 5:30 PM on 31st Jan 2013. Penalty @ Rs 2000/- per hour per location shall be imposed for delay in completion of work as per schedule above.
2. The agency shall ensure functioning of all equipments and system installed during the function for three days i.e. 1st to 3rd Feb 2013. For any breakdown in any system for more than 10 minutes, a penalty of Rs 1000/- per 15 minutes shall be imposed for each instance.
3. In case of short comings found from the scope of work on any of the function days, a minimum penalty of Rs 5,000/- per location shall be imposed. Decision of the University in this regard shall be final & binding.
4. The contractor shall be responsible for watch and ward of all the works, equipment and various materials. Agency shall take necessary steps including insurance for safeguarding its equipment, tentage etc against any damage due to any reason. No claim on this account shall be entertained by University.
5. Agency shall provide original CD of recording at all the locations to the University. Cost of same is deemed to be included in the rates quoted by the agency.
6. All required fire safety measures shall be taken by the agency including provision of fire extinguishers etc. Any damage on this account shall be sole responsibility of the agency.
7. Agency shall be fully responsible for its acts and acts of its sub-agencies and indemnify the University against any losses, compensation to its workmen, sub agency workmen or any third party.
8. Agency shall ensure that stage / shamiana / truss structure etc are structurally safe for the usage and performance of cultural events. All structural members including top wooden board shall be firmly secured with line and level to ensure safe performance. Any mishappening on this account shall be sole responsibility of the agency.
9. All material, labour , transportation, incidental expenses, insurance, required peripheral works, storage of equipment, safety , manpower required for operation of equipment, required wiring / cabling etc deemed to be included in the rates quoted by the agency. No claim, whatsoever, shall be entertained in this account.
10. Agency shall ensure that all wires, cables are properly secured, joints properly insulated and cables of required size are installed so as to avoid any mishappening. No temporary arrangement with loose connections, open joints shall be made. Agency shall arrange required cables, wires, change over etc for tapping the electricity from the designated tapping locations in the University. Nothing extra shall be paid on this account.
12. 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.
13. The bidder or his authorized representative should always be available at the site of work to take instructions from officer in charge, and ensure proper execution of work. No work shall commence in the absence of contractor's representative and they shall certify in writing about the correctness of layout alignment and shall ensure stability of all structural work such as partition panel/electricity panel and other related items.

- 14 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 officer -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.
- 15 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 16 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 officer-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.
- 17 Agency shall obtain all required permissions from the local statutory authorities required for this work. 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. 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.
- 18 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.
- 19 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.

SECTION III
INFORMATION REGARDING PRE-QUALIFICATION

LETTER OF TRANSMITTAL

From:

To

The Director (Student Welfare)
GGSIPU, Dwarka
New Delhi – 110078

Subject: Submission of bids for the work of

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus

Sir,

Having examined the details given in pre qualification press notice and pre qualification document for the above work, I/we hereby submit the pre qualification bid and other relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Forms A to H and 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.
3. I/we submit the requisite certified solvency certificate and authorize the Officer in Charge to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
4. I/we also authorize officer in charge to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works:

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s).

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| S.No. | Particulars | 2011-12 | 2010-11 | 2009-10 | 2008-09 | 2007-08 |
|-------|--|---------|---------|---------|---------|---------|
| 1 | Gross Annual turn over on similar works. | | | | | |
| 2 | Profit / Loss | | | | | |

- II. Financial arrangements for carrying out the proposed work.

- III. Following Certificates are to be attached

- a) Solvency Certificate from Bankers of the bidder in the prescribed Form "B".
- b) Copy of Annual turn over and profit / loss in above format for last five years certified by chartered accountant.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM 'B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./
Sh.....
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 certificates 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.

FORM 'C'**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST FIVE YEARS ENDING LAST DAY OF AUG 2012**

| S.No. | Name of work / project and location * | Owner or sponsoring organization | Cost of work in Rs Lakhs | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Litigation / arbitration pending / in progress with details ** | Name & Address / telephone number of officer to whom reference may be made | Remarks |
|-------|---------------------------------------|----------------------------------|--------------------------|--------------------------------------|-------------------------------|---------------------------|--|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

* Dissimilar work should not be included

** Indicate gross amount claimed and amount awarded by the arbitrator.

Signature of Bidder(s)

Note :

1. Above information is to be submitted separately for individual agency or lead agency and every associated agency for every trade / specialization whose letter of consent has been submitted by the lead agency.
2. Only those works which meet the eligibility criteria should be included in the list in above format.
3. The relevant technical details of the each work like audio video equipment installed, special lighting, civil and electrical works carried out along with quantity and value to establish similarity of work must be shown in column 10.

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED IN FORM 'C'

1. Name of Firm / Agency / Contractor :
2. i) Name of work/ Project & Location :
ii) Name of Client and Address :
3. Agreement No./ Work Order No. :
4. Estimated Cost : Rs.
5. Tendered Cost : Rs.
6. Actual cost of completion : 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. Performance Report
 - 1) Quality of work Very Good/Good/Fair/Poor
 - 2) Financial soundness Very Good/Good/Fair/Poor
 - 3) Technical Proficiency Very Good/Good/Fair/Poor
 - 4) Resourcefulness Very Good/Good/Fair/Poor
 - 5) General behaviour Very Good/Good/Fair/Poor
12. Details of Arbitration / Court cases, if any including amount of award for the claims and present position

Dated : (Signature & Stamp of Executive Engineer or Equivalent)

Note :

1. This FORM should be submitted separately for each work completed by the Bidder & associate agencies, whose letter of consent has been submitted, during last 5 (five) years and the works indicated in FORM 'C'.
2. The above certificate can be in any form, but should contain all the information as above.
3. Information given above may be verified by the owner.

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 |
|-------------------------------------|-----------------|
| 1. | |
| 2. | |
| 3. | |
5. PAN No. -----
6. TIN No.-----
7. Service Tax No. -----
8. Names and Titles of Directors & Officers with designation to be concerned with this work. :
9. Name & Designation of individuals authorized to act for the organization
10. Was the Bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
11. 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. :
12. 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.
13. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
14. Trade / Specialization, in which the applicant has specialization and interest.
15. Strength and capability of planning and designing.
16. Any other information considered necessary but not included above.

Stamp & Signature of Bidder(s)

Note: Above form is to filled and submitted for lead agency as well as associated agencies separately

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

Financial bid

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2013” to be held during the period 1st, 2nd & 3rd Feb 2013 at Dwarka Campus

| S.no. | Description of work | Unit | Quantity | Rate | Amount |
|-------|---|------|----------|------|--------|
| 1 | Providing, erecting and operating tent / shamiana, light, sound, video and other miscellaneous items for Annual cultural event from 1 st to 3 rd Feb 2013 to be held at GGSIPU, Sector 16 C Dwarka all complete as per scope of work and terms and conditions and as per directions of officer in charge. | job | 1 no. | | |
| 2 | Service tax | | | | |
| 3 | Total | | | | |

Signature and stamp of bidder