



**GURU GOBIND SINGH
INDRAPRASTHA UNIVERSITY**

Tender Document

Name of work: Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 at Dwarka Campus.

**Deputy Registrar (Gen. Admn.)
Room No. 36, Admn. Block
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110078
Contact: 25302138, 139**

NOTICE INVITING E-TENDER

GGSIU/GA/13th Convocation/2019

Date:

Online tender for and on behalf of Registrar, GGS IP University are invited in two bid system (Technical and Financial Bid) from reputed firms / agencies dealing in arrangement of Tentage, Lighting, LED Screens, PA system and making Flower Decoration arrangements as per details below:

Name of Work	Tender ID	Estimated Cost of work	EMD	Late date and time of Submission of Bid and EMD	Bid Opening Date and time
Hiring of Tentage, Lighting, LED Screens, PA system and making Flower Decoration arrangements for 13 th Convocation of GGS IP University at Sector 16/C, Dwarka, New Delhi – 110078		Rs 23,65,000	Rs 118250	18.11.2019 At 3:00 pm	18.11.2019 at 3:30 pm

Pre-bid meeting shall be held on 8.11.2019 at 11.00 a.m. in conference room, UWD, Ground Floor, Library Block, GGS IP University, New Delhi – 110078.

Tender document and other details are available on e-procurement portal of Govt. of NCT of Delhi – <https://govtprocurement.delhi.gov.in>.

Sd/-
(Deputy Registrar)
General Administration

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NOTICE INVITING e-TENDER

1. GGSIPU invites online tenders in two bid system (Technical & Financial) from eligible contractors as per eligibility criteria for the work of:- Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 at Dwarka Campus.
2. The work is estimated to cost Rs.23,65,000/-. 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 works 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 and downloaded from website <http://govtprocurement.delhi.gov.in> in free of cost.
4. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. Information and Instructions for bidders posted on website shall form part of bid document.
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. The time period for execution shall be 5 days from the date of award of work. Successful bidder has to ensure completion of all work one day prior to date of function be carried out one day prior to the date of function Rate shall be inclusive of the above and payment shall be made for one day only. All work shall be completed by 2nd December, 2019 upto 10:00 AM. The bidder shall make the system functional for rehearsal on 2nd December 2019, 11.00 AM onwards. All systems including flower decoration, finishing should be ready by 3rd December 2019, 8:00 AM.

10. Eligibility Criteria

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

- a) Individual agency should have satisfactorily completed during last seven years ending last day of receipt of bids:-
 - i) Three similar work each costing not less than 40% of the estimated cost or two similar works each costing not less than 60% of the estimated cost or one similar work costing not less than 80% of the estimated cost.

Note: Similar work shall mean providing tentage with hanger structure and allied works including lighting or sound on hire for high level function like foundation laying ceremony / Inauguration Ceremony / Convocation / Cultural Festival / Sports Function in Central/State Govt. Department/PSU /College/Institute/University. The quantum of tentage with hanger in similar work should not be less than 10000 Sq.ft. at one location. Similar work part of rate contract or multiple works will be evaluated as separate works for one function. The bidder to provide value of similar work forming part of rate contract completed duly certified by client. Performance certificate of the works executed by the agency to be submitted in **Form 'B'** signed by officer of rank Executive engineer or equivalent or higher. Agency to provide details of works in **Form 'A'**

- b) The agency should have valid GST registration. Copy of registration to be attached.
- c) The agency should attach copy of PAN card.
- 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 work(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 GGS IP University in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Office-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).

- 10. Bid can only be submitted after uploading the mandatory scanned documents as below:
 - I) Copy of Demand Draft/Pay order/FDR/Transaction receipt of any Scheduled Bank against EMD in favour of Registrar, GGSIPU.
 - II) Self attested copy of PAN Card.
 - III) GST registration
 - IV) Copy of experience of similar work
 - V) Affidavit for subletting
 - VI) Power of attorney in favour of signatory in case of partnership firm / company alongwith partnership deed / memorandum of articles of association.
- 11. Last date for submission of tender document is 18th November, 2019 upto 15.00 Hrs and same shall be opened on same date at 15.30 hrs. Pre-bid meeting shall be held on 8.11.2019 at 11.00 a.m. in conference room, UWD, Ground Floor, Library Block, GGS IP University, New Delhi – 110078. Prospective bidders may attend the above pre-bid meeting for resolution of their queries.
- 12. The site for the work is available.

13. 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> free of cost.
14. 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.
15. 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.
16. 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.
17. Earnest money deposit amounting to Rs. 1,18,250/- in the form of Demand Draft or Pay order or fixed deposit receipt (drawn in favour of Registrar GGSIPU. New Delhi) shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Deputy Registrar, General Administration Branch, Room No. 36, Admn. Block, GGSIPU, Sector 16/C Dwarka, New Delhi-110078 in an envelope marked 'EMD' by last date and time of submission. Alternatively EMD can also be deposited Online as per bank details given below:

1.	Account Holder Name	Registrar, Guru Gobind Singh Indraprastha University
2.	Account No.	927860555
3.	IFSC code	IDIB000G082
4.	Bank Name	Indian Bank
5.	MICR code	110019071
6.	Account Type	SB (Saving)
7.	CBS Code/ Branch Code	02029
8.	Branch Name & Address	GGSIPIU, Sector-16C, Dwarka, New Delhi-110078
9.	Banker's Phone No.	011-28035244
10.	University Phone No.	011-25302211, 25302210,22302197
11.	PAN No.	AAAJI0015R
12.	TAN No.	DELG06950G
13.	E. Mail ID	varun@ipu.ac.in , accounts@ipu.ac.in

In case of online submission of amount against EMD, no physical EMD is to be deposited. Bidder will upload the copy of online receipt clearly indicating UTR No. of the online transaction for EMD.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit found in order. Bids without proper EMD or without EMD shall be summarily rejected and will not be considered for technical / financial evaluation.

EMD of unsuccessful bidder shall be returned after award of work and EMD of successful bidder shall be returned after receipt of performance security by the successful bidder. No interest will be paid on EMD submitted in Online and Offline mode.

Copy of PAN card, GST registration, Copy of experience of similar work shall be scanned and upload to the e-tendering website within the period of tender submission and only the lowest bidder has to submit the self-certified copies within 07 days after opening of Financial Bid.

The bid submitted shall be opened online at 03.30 P.M. on 18th November, 2019.

18. 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
19. The Contractor whose tender is accepted will be required to furnish Performance Security of 10% of the contract value within 2 days of issue of letter of award / acceptance. 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. Performance Security shall be returned after successful completion of work. No interest shall be paid on Performance Security. The Performance Security should be valid for 60 days beyond the stipulated date of completion.
20. Copies of documents pertaining to the works will be open for inspection by the tenderers at the office of Deputy Registrar (Gen. Admn.). 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.

21. 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.
22. 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.
23. 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.
24. The Contractor shall not permitted to tender for works in the Office of Deputy Registrar (Gen. Admn.) 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.
25. 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.

Sd/-
Deputy Registrar (GA)
GGSIPIU, Dwarka

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

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 **JPG** format and **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>.

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., on 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 Pay Order/FDR of a scheduled bank issued in favour of Registrar, GGSIPU, New Delhi have to be deposited. Alternatively EMD can also be deposited Online

Zerox copy of the DD/Pay Order/FDR is to be scanned and uploaded alongwith the Bid, and the original Pay Order/FDR shall be sent to the office of Deputy Registrar (Gen. Admn.) so as to reach before the date and time mentioned in NIT. In case of online submission of amount against EMD, no physical EMD is to be deposited. Bidder will upload the copy of online receipt clearly indicating UTR No. of the online transaction for EMD. Failure to furnish the original DD/Pay Order/FDR as EMD before the date and time mentioned in NIT will entail rejection of bids.

15. **Price Bid Opening:-** The Price Bids will be opened online by the Deputy Registrar (Gen. Admn.) 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. The validity of bid is one year.

INTEGRITY PACT

To,

Subject: Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 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

Deputy Registrar (GA)

INTEGRITY PACT

To,

Deputy Registrar (Gen. Admn.)
GGSIPU, Dwarka

Subject: Submission of Tender for the work of Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 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 _____ 2019

BETWEEN

GGSIPIU represented through Deputy Registrar (GA), (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 (herein after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for –

Name of work: Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 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 wilful 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, the performance security 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. The contractor whose tender is accepted shall be required to deposit an amount equal to 10% of the tendered value as performance security within 2 days in the form of an

DD/FDR/irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed in favour of Registrar, GGSIPU.

8. 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 Deputy Registrar (Gen. Admn.).
9. GST, 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. GST shall be reimbursed, as applicable, extra over and above the rates quoted by agency.
10. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
11. 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.
12. The rate(s) must be quoted in decimal coinage. Amount must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupees one.

In case of lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections / sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount(as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

13. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.

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 Deputy Registrar (Gen. Admn.) 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, LED wall and other miscellaneous works including required wiring / cabling for audio, video and lighting system as per directions of officer in charge.

6. 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.
- 15 All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his Performance Security or from the interest arising there from, or from any sums which may be due to or may become due to the agency by Government on any account whatsoever and in the event of his performance security being reduced by reason of any such deductions or sale as aforesaid, the agencies shall within 10 days make good in case or fixed deposit receipt tendered by the State Bank of India or by scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Office-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.
- 16 Subject to other provisions contained in this clause, the Office-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, nay claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
- i. If the contractor having been given by the Office-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after notice in writing of seven days from the Office-in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Office in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Office-in-Charge the contract will be unable to complete the same or does not complete the same within the period specified.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 1 days after a notice in writing is given to him in that behalf by the Office-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Office-in-Charge.
- vii. If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Office-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Office-in-Charge on behalf of the President of India shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Office-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work ***including any new items needed to complete the work***. In the event of above courses being adopted by the Office-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Office-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Special Conditions

1. All work shall be completed latest by 2nd December, 2019 upto 10.00 am. The agency shall submit the details of equipment, tentage, and other facilities provided in comparison with the scope of work on 2nd December, 2019. A mock rehearsal of the functioning of all equipments shall be arranged by the agency at 11:00 AM – 1:00 PM on 2nd December, 2019. Penalty @ Rs 2000/- per hour 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 rehearsal / function on 2nd & 3rd December 2019. For any breakdown in any system for more than 10 minutes, a penalty of Rs 50000/- 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 where video recording has been specified in scope of work. 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. Agency has to provide at least 25 Nos. ABC type, 25 Nos. CO2 type and 25 Nos. Water type fire extinguisher of 4.5 Kg each duly filled. These are minimum requirement and if more numbers are required same shall have to be provided, rate of same is deemed to be included in rates quoted by agency. Nothing extra shall be payable. The agency will ensure fire safety arrangements for all venues during the function. The requirement of fire extinguishers given above is minimum and bidder to arrange additional extinguisher for fire safety arrangement, if required, at no extra cost to University
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.
- 20 The quality of Tentage, Lighting, LED Screens, PA system and Flower Decoration arrangements made by the Agency will be checked by the Department and agency has to replace all the bad work within the given time frame. In case of non compliance deductions, as decided by the Registrar, GGS IP University, proportionate to the damage, will be effected form the bill of the firm. Further, in case of persistent complaints, the firm will be black-listed and the Performance Security deposited by the firm will be forfeited. The tenderer / contractor shall work under the supervision of the Registrar, GGS IP University.
- 21 Material / equipments used should be of superior quality and fire-resistance and free of faults, failing which payments could be withheld or deductions as deemed fit by the Department will be made. Further, the firm will be black listed and the security deposited by the form will be forfeited. Any loss sustained on accounts of fire or any other mis-happening due to carelessness or substandard quality shall have to be made good by the contractor besides facing criminal / civil consequences at his own risks and costs.
- 22 The articles shall have to be supplied by the time and at the place indicated in the supply / work / allocation orders to be issued from time to time. The transportation charges to and from of the tentage items, lighting equipment, LED Screen and PA system shall be borne by the Agency.
- 23 Every paper of the tender should be signed by the tenderer along with seal of the Agency / Firm.
- 24 All wiring of suitable size and of good quality for connection of lights / AC / other equipment inside the pandal as well as connection to the nearest outlet for electric connection is to be carried out by the agency and deemed to be included in rates.
- 25 All wiring for PA system / Audio / Video etc. Shall be carried out as per requirement of the University and is deemed to be included in the rates.

SECTION III
INFORMATION REGARDING PRE-QUALIFICATION

LETTER OF TRANSMITTAL

From:

To

The Deputy Registrar (GA)
Room No. 36, Admn. Block,
GGSIPU, Dwarka
New Delhi – 110078

Subject: Submission of bids for the work of

Name of work: Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 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 C 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 also authorize officer in charge to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. 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).

FORM 'A'**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST SEVEN YEARS ENDING LAST DAY OF RECEIPT OF BID**

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.

PERFORMANCE REPORT OF WORKS REFERRED IN FORM 'A'

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 7 (Seven) years and the works indicated in FORM'A'.
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. GST 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 Office-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

Tender Form of Tentage, Lighting, LED Screen, PA system and making Flower Decoration arrangements

1. Due date for Tender : _____
2. Opening time & Date of Tender : _____
3. Name, Address and contact number : _____
of the Firm / Agency : _____
4. Name, Designation, Address and : _____
Contact No. of authorized person : _____
of the Firm/ Agency to deal with : _____
5. Please Specify as to whether : _____
 - a. Tenderer is sole Proprietor / Partnership Firm / Company : _____
 - b. Name / Firm / Company Name, Address and Telephone / Contact : _____
Number _____
 - c. Numbers of Director / Partners: _____
Affix duly attested P.P. Size photograph of the tenderer / authorized signatory : _____
6. Self attested copy of Permanent Account Number allotted by Income Tax Department : _____
7. Self attested copy of Service Tax Number : _____
8. Details of Bank's RTGS for Electronic Fund Transfer : _____
9. Details of earnest money deposited : _____
 - (a.) Amount : _____
 - (b.) Details of account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee : _____
 - (c.) Date of Issue of the Document mentioned in the above sub-para (b) : _____
 - (d.) Name & Address along with phone number of the issuing Authority / Bank : _____

10. Decoration arrangements (With full details of the Client/s serviced. Copies: _____ of the performance reports should be _____ attached).

11. Affidavit to the effect that the firm was not blacklisted in any Government department must be filed along with _____ : _____ the bid.

12. Affidavit for not subletting _____ :

13. Any other information _____ :

14. Declaration by the contractor / bidder firm / agency:
(a) This is to certify that I / We before signing this tender have read and fully understood all the terms & conditions and instructions contained herein and undertake myself / ourselves to abide by the said terms and conditions.
(b) The information given above is true and correct to the best of my knowledge and belief.

(Signature & Stamp of Tenderer Firm / Agency)

Name: _____

Designation: _____

Address: _____

Place:

Date:

Phone No.: _____

Mobile No.: _____

Financial bid

Name of work: Hiring and Erection of Tentage, Sound, Light, Screen, Flower Decoration and miscellaneous works for 13th Convocation to be held on 3rd December 2019 at Dwarka Campus.

S. No.	Description of Work	Unit	Qty.	Rate (Rs./Unit)	Amount in Rs.
1.	Providing and Fixing water proof Aluminum Structure with vertical posts, truss / arch system purlins, horizontal and inclined bracing properly designed as structurally safe including erection, fixing in safe manner and covering on top and sides with special waterproof cloth complete as required and as directed:				
	a.) Aluminum Hanger – span not less than 100 ft.	Sq. ft.	25000		
	b.) Aluminum Hanger – span not less than 60 ft (VIP Lunch)	Sq. ft.	6300		
	c.) Aluminum Hanger – span not less than 15 ft (VIP Lunch)	Sq. ft.	1575		
2.	Providing and laying Carpet as per direction of office in-charge	Sq. ft.	55000		
3.	Providing and fixing temporary stage with top panels of ply fixed on suitable and safe base frame duly fixed on scaffolding of pipe structure in line and structurally safe level at 3' height with seating for 80.	Sq. ft.	3456		
4.	Providing and laying Sofa VIP as per direction of office in-charge	Seats	190		
5.	Providing and laying Banquet Chair with cover as per direction of office in charge	Nos.	1500		
6.	Providing and fixing Side wall 15' height with white cloth (neat and clean) duly fixed on pipe structure, as directed.	Sq. ft.	1800		
7.	Providing and fixing Stall Canopy of Aluminum pipe structure with waterproof cloth covering on top and sides as directed of 20' x 20'	Nos.	35		
8.	Providing and laying VVIP Chair for Dias as per direction of office in-charge	Nos.	8		

9.	Providing and laying Round table with cover as per direction of office in-charge	Nos.	60		
10.	Providing and fixing Pedestal fan including required wiring of suitable size complete as required and as per direction of office incharge	Nos.	50		
11.	Providing and laying Centre table as per direction of office in-charge	Nos.	30		
12.	Providing and fixing Pipe structure with side covering and ceiling of neat & clean cloth as per direction in approved layout	Sq. ft.	13608		
13.	Providing and laying Table as per direction of office in-charge	Nos.	200		
14.	Providing and laying Table cover including frill as per direction of office in-charge	Nos.	200		
15.	Providing and fixing Main Gate (for Entrance) made of wooden plant duly covered with cotton cloth in approved design as per direction of office in-charge.	Nos.	01		
16.	Providing and fixing Mobile chemical toilet (water closet) in hygienic / clean condition including liquid soap dispenser and attendant (two for 8 toilets) for cleaning etc.	Nos.	22		
17.	Providing and fixing 100 watt LED light fitting including wiring with suitable size, PVC insulated PVC sheathed cable including making connection as required.	Nos.	170		
18.	Providing and fixing air conditioners of 3.5 ton as required.	Nos.	16		
19.	Partition with bamboo structure + Cloth	Sq. ft.	2400		
20.	Line array speakers 750 watt with power amplifier (VRX932LA JBL or equivalent) including truss etc.	Nos.	8		
21.	Bass Speakers 200 watt (JBL / SRX 728 or equivalent)	Nos	6		
22.	Stage monitor / front fill speaker 800 watt (VRX Monitor 915 or equivalent)	Nos.	6		
23.	Single Speaker 1200 watt (SRX TOP-725 JBL or equivalent)	Nos.	8		
24.	Big stand with mike (Sennheiser / Beyardynamic / AKG)	Nos.	6		

25.	Podium microphone (Sennheiser / Beyardynamic / AKG)	Nos.	6		
26.	Digital Audio Mixer 32 channel – Yamaha	Nos.	1		
27.	Hand held microphone (cordless) (Sennheiser / Beyardynamic / AKG / Shure)	Nos.	6		
28.	Lapel microphone (cordless) (Sennheiser / Beyardynamic / AKG / Shure)	Nos.	4		
29.	Graphic equalizer / DJ console – Yamaha	Nos.	2		
30.	LED wall with minimum 15000 lumens for viewing inside the tent / day light	Sq. ft.	600		
31.	Digital display delay	Nos.	1		
32.	Switcher (Kramer / Extron / VD Wall)	Nos.	1		
33.	Digital photographer (Camera)	Nos.	1		
34.	Car calling system for parking area comprising of speaker / horn (Truss), calling set, operator	Each set	2		
35.	Decoration of front face of stage of size 100ft x 3 ft (approx.) with cut flowers (Glide, Zerbra and like flowers) as per the direction of the Committee.	Job	1		
36.	Decoration of front and side faces of dias of size 24 ft x 2'6" x 2'6" with English roses and cut flowering of white rajnigandha and like flowers as per the direction of the Committee.	Job	1		
37.	Decoration of back side of the stage along backdrop in 50' width in garden style with chrysanthemum and cut flowering of gladiolus and like flowers as per the direction of the Committee.	Job	1		
38.	Decoration of podium with chrysanthemum and orchids and like flowers as per the direction of the Committee.	Job	2		
39.	Decoration of main gate of width approx. 20 ft. with marigold flowers and ashoka leaves and like flowers as per the direction of the Committee.	Job	3		

40.	Decoration of Main Pandal and VVIP Lunch, pandal entry with marigold flower and ashoka leaves and like flowers in width of approx 10' as per the direction of the Committee.	Job	2		
41.	Exotic bonsai as per the direction of the committee.	Each	10		
42.	Low height table bouquet made of English roses and like flowers in combination or single as per the direction of the committee.	Each	10		
43.	Providing UPS of suitable capacity (30 minimum KVA) including batteries to run the power for 1hour, proper stand, all wiring for connection to mains so as to ensure uninterrupted power supply to PA System and lighting in case of Power supply failure from BSES.	Set	3		
44.	Providing masking inside the tent at ceiling and wall with new cloth in approved colour and design all including arrangement for masking labour, material complete.	Sq. ft.	45000		
			Total		

Signature and stamp of bidder