


The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed item rate tenders from the manufacturer or authorized service providers of "Eureka Forbes" make RO Water Purification System for the following work (s).

S. No.	NIT No.	Name of work & Location	Estimated cost put to	Earnest money	Time of completion	Last date & Time	Time & date of submission & opening of tender
						Issue of tender documents	
1	2	3	4	5	6	7	8
1	U/EE/UWD/2011-2012	ARMO GGSIP University, Dwaraka Campus, New Delhi SH: Annual maintenance of RO Water Purification System installed at GGSIPU, Sector 16-C, Dwaraka	Rs. 7,85,600/-	Rs.16,000/-	12 months	30/12/2011 4:00 PM	03/01/2011 upto 3:00PM 03/01/2011, 3:30 PM

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


Earnest Money with eligibility for proof of original manufacturer or authorized service provider of "Eureka Forbes" make water purification system in separate envelope, each marked "Tender" and "Eligibility with Earnest Money" respectively. Earnest money shall be in shape of Fixed Deposit receipt of a Scheduled Bank or Demand Draft of a scheduled Bank issued in favour of Registrar, GGSIPU. A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lacs, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee.

Both sealed envelopes (EMD with eligibility and Tender document) marked as Earnest Money with eligibility and Tender shall be submitted together in another sealed envelope superscripted with name of work and due date of opening. The envelope marked tender shall be opened whose Earnest Money and eligibility, placed in other envelope marked as "Eligibility with Earnest Money" is found to be in order.


Executive Engineer
University Works Division

Copy to:

- 1) SE, UWD, GGSIPU
- 2) FO, GGSIPU
- 3) Server In charge, GGSIPU - With a request to upload on website


Executive Engineer
University Works Division



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

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

Sub Head: Annual maintenance of RO Water
Purification System installed at GGSIPU,
Sector 16-C, Dwarka

**Executive Engineer (Civil)
University Works Division
Ground Floor, Library Block,
GGSIPU, Sector- 16C, Dwarka,
New Delhi – 110075
Contact : 25302293**

Document Fee : Rs 500.00 (Non-refundable)

Volume - I

General Conditions

Special Conditions

Particular Specification

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

Sub Head: **Annual maintenance of RO Water Purification System
installed at GGSIPU, Sector 16-C, Dwarka**

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NOTICE INVITING TENDER

1. The Executive Engineer, University Works Division, on behalf of the GGSIPU invites Sealed Item rate tenders from the manufacturer or authorized service providers of “Eureka Forbes” make RO Water Purification System for the work of:-

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

Sub Head: **Annual maintenance of RO Water Purification System installed at GGSIPU, Sector 16-C, Dwarka**

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

2. The work is estimated to cost **Rs.7,85,600/-**. This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the EE/UWD between hours of 11:00 AM & 4:00 PM from **22/12/2011 to 29/12/2011** everyday except on Sundays and Public Holidays. Tender is also available on website www.ipu.ac.in.
5. Desirous agencies may obtain tender document on request in writing from University Works Division, Ground Floor, Library Block, GGSIPU, Dwarka, New Delhi – 110075 on any working day between 1000 Hrs. (IST) to 1600 Hrs. (IST) up to **29/12/2011** on payment of non-refundable fee of **Rs.500/- (Rupees Five Hundred Only)** in the form of crossed Demand Draft drawn in favour of Registrar, GGSIPU payable at New Delhi. Tenders can also be downloaded from the website www.ipu.ac.in. In case of downloaded tenders, demand draft of **Rs. 500/-** shall also be enclosed with the bid toward tender document cost in form of Demand Draft in favour of Registrar, GGSIPU payable at New Delhi.

Applications for issue of forms shall be received by **29/12/2011 (4:00 PM)** and tender documents shall be issued by **30/12/2011. (4:00 PM)**

6. Agencies fulfilling the above criteria mentioned at Sl. 1 may submit the tender documents along with Earnest Money **Rs.16,000/- (Rupees Sixteen Thousand 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. **50%** of earnest money or **Rs.20,00,000/-**, whichever is less, will have to be deposited in the shape prescribed above and balance amount of the earnest money can be accepted in the form of Bank Guarantee issued by scheduled bank having validity of 6 months or more from the last date of receipt of tenders.
7. The price bid and the proof of original manufacturer or authorized service provider of “Eureka Forbes” make water purification system with earnest money shall be placed in separate sealed envelopes, each marked “Price Bid” and “Money” respectively. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the EE/UWD upto 3:00 PM on **03/01/2012** and will be opened by him or his authorized representative in his office on the same day at 3:30 PM. The envelope marked “Tender” of only those tenderers shall be opened, whose proof of original manufacturer or authorized service provider and earnest money, placed in the separate envelope, are found to be in order.
8. The time allowed for carrying out the work will be 12 months from the date of start as defined in Schedule ‘F’ or from the first date of handing over of site, whichever is later, in accordance with phasing, if any, indicated in the tender documents.
9. The site of work is available.
10. Last date for submission of tender document is **03/01/2012 upto 15.00 Hrs.**
11. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than **Rs.1,00,000/-**) or Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed.
12. The description of the work is as follows:

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

Sub Head: Annual maintenance of RO Water Purification System installed at GGSIPU, Sector 16-C, Dwarka
13. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of Executive Engineer, UWD. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation they may require and before submitting their tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances

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

14. 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.
15. 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.
16. 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.
17. The Contractor shall not permitted to tender for works in the UWD responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the GGSIPU. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. 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.
19. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on issue of letter of Commencement of work by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) Notice inviting tender, Tender document including Schedule of Quantities, Contract clauses, Special conditions, particular specifications and drawings, if any, forming part of the tender document as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standar Contract form 7/8 of 2010.

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

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

**Executive Engineer
University Works Division**

Letter of Submission
Item Rate Tender

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

Sub Head: Annual maintenance of RO Water Purification System installed at GGSIPU, Sector 16-C, Dwarka

- i) To be submitted by **15.00 HRS hours up to 03/01/2012** to Executive Engineer. UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110075
- ii) To be opened in presence of tenderers who may be present at **15.30 hours on 03/01/2012** in the office of **Ex. Engr**, UWD, Ground Floor, Library Block, GGSIPU, Sector-16C, Dwarka, New Delhi-110075

Issued to -----

Signature of officer issuing the documents -----

Designation -----

Date of Issue -----

T E N D E R

I/ We have read and examined the Notice inviting tender, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special condition, particular Specification, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the GGSIPU within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the due date of opening of tender/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system and not to make any modifications in its terms and conditions.

The earnest money of **Rs.16,000/-** has been deposited in the shape of fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee of scheduled bank issued in favour of Registrar, GGSIPU. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said GGSIPU or his successors in office shall without prejudice to any other right or

remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that GGSIPU or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the clauses of contract. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/we hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date -----

Signature of Contractor
Postal Address

Witness :
Address :
Occupation :

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the GGSIPU for a sum of Rs.----- (Rupees ---
-----)

The letters referred to below shall form part of the Agreement :

- a)
- b)
- c)

**Executive Engineer
University Works Division**

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our Contract Agreement. Further, we shall sign and stamp each page of this as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in a sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Note : This declaration should be signed by the Bidder's representative who is signing the Bid.

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
SECTOR-16C, DWARKA, NEW DELHI-110075**

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

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

13.
 - i) The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in schedule-'F' in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU.
 - ii) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rate of 5% and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Fixed Deposit Receipt of a Scheduled Nationalized Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales Tax/VAT (except service tax) purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes, in addition to building work, all other works such sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the GGSIPU may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT**Definitions**

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

Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

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

Scope and Performance

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

Works to be carried out

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

execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

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

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

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

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

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

Form of Performance Security (Guarantee) Bank Guarantee Bond

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

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

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

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

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

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

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

the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Signature & Seal of Bank

FORM OF EARNEST MONEY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Engineer-in-Charge up to the above amount upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE.....

SIGNATURE OF THE

SEAL

BANK

WITNESS.....

(SIGNATURE, NAME AND ADDRESS

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

PROFORMA OF SCHEDULES

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

SCHEDULE 'A'

Schedule of quantities - As per schedule attached.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor. NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor : NIL

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract.

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

Sub Head: Annual maintenance of RO Water Purification System installed at GGSIPU, Sector 16-C, Dwarka

Estimated cost of work : Rs. 7,85,600/-

- | | |
|-----------------------------|----------------------|
| i) Earnest money : | Rs.16,000/- |
| ii) Performance Guarantee : | 5% of tendered value |
| iii) Security Deposit : | 5% of tendered value |

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : Ex. Engr, UWD, GGSIPU

Definitions:

- | | |
|--|--------------------------------------|
| 2(v) Engineer-in-Charge | Ex. Engr, UWD, GGSIPU |
| 2(viii) Accepting Authority | Ex. Engr, UWD, GGSIPU |
| 2(x) Percentage on cost of materials and labour to cover all overheads and profits | 10% |
| 2(xi) Standard Schedule of Rates | Market Rate |
| 2(xii) Department | GGSSIPU |
| 9(ii) Contract Form | CPWD Form 7/8 as modified up to date |

Clause 1

- | | | |
|-----|--|---------------|
| i) | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days | 7 days |
| ii) | Maximum allowable extension beyond the period in (i) above | 7 days |

Clause 2

Authority for levy compensation Under clause 2.	Superintending Engr/ Administrative Head, GGSIPU
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Clause 2A

Whether Clause 2A shall be applicable	Yes
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	14 days
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Time allowed for execution of work.	12 months
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Authority to give fair and reasonable extension of time for completion of work	Executive Engineer
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Clause 6 or 6 A

Clause Applicable	6A
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Clause 7

Gross work to be done together with net payment/ Adjustment of advances for material collected, if any Since the last such payment for being eligible to Interim payment	Not Applicable
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Clause 10 A

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

Clause 10 B(ii)

Whether clause 10B(ii) is applicable	No
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Clause 10 C

Component of labour expressed as percent of value of work	Not Applicable
---	-----------------------

Clause 10 CA

Not Applicable

Clause 10 CC

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

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

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

Component of labour expressed as percent of total value of work

Component of POL expressed as percent Of total value of work

Clause 11

Specifications to be followed for execution of work

CPWD specification 2009 with upto date correction slip

Clause 12

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3

30%

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

Not Applicable

Clause 16

Competent Authority for deciding reduced rates

**Superintending Engr/ Admn. head
GGSIPU**

Clause 18

List of mandatory machinery tools& plants To be deployed by the contractor at site

**As required for completion
within time period**

Clause 36(i)

Requirement of Technical representative(s) and recovery rate

Not Applicable

Clause 42

Not Applicable

Special Conditions

Special Conditions

- 1.0 “CPWD Specifications” wherever appearing in this document would mean Latest edition of CPWD specifications with correction slips issued upto the last date of receipt of tender.
- 2.0 GCC 2010 referred in this document is Govt of India Publication and is available in the market.
 - a) In CPWD Form 7/8, General Rules and Directions and Conditions of Contract forming part of ‘GCC 2010’ shall be superceeded by this document.
 - b) Wherever “President of India” is appearing in the GCC 2010 same shall be read as GGSIPU.
 - c) Wherever Superintending Engineer or Chief Engineer is appearing in GCC 2010, it may be read as Superintending Engineer/Administrative Head GGSIPU or Chief Engineer/Administrative Head GGSIPU.
 - d) Wherever CPWD or PWD is appearing in GCC 2010, it may be read as GGSIPU.
- 3.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 4.0 No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 5.0 The contractor or his authorized representative should always be available at the site of work to take instructions from Engineer in charge, and ensure proper execution of work.
- 6.0 No work shall commence in the absence of contractor’s engineers and they shall certify in writing about the correctness of layout alignment and shall ensure stability of all structural work such as partition panel and other related items.
- 7.0 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the GGSIPU and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Engineer-in-charge but the GGSIPU is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 8.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.

- 9.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Engineer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 10.0 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of installation and commissioning shall be the responsibility of the contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities. However, actual statutory fee paid to the concerned authorities for obtaining approvals if any, shall be reimbursed by the University on production of proof of payment made by the Contractor.
- 11.0 The contractor shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works.
- 12.0 Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions there of if any, upto the date of receipt of tenders.
- 13.0 The site of work may be at one or more places within the campus and at any floor upto six levels for which nothing extra shall be paid.
- 14.0 Cess @ 1% of gross value of work done shall be deducted from the payment as per Delhi Building & other Construction Workers Welfare Cess Act 1996 besides other statutory deduction like income tax, VAT etc.
- 15.0 The contractor shall be fully responsible for rectifying the defect, which may happen during the use up to 6 months from the date of completion of the work. The decision of Engineer-in-Charge in this regard shall be final & binding. In case the contractor fails to carry out the said repairs, rectifications, replacement within the specified time, the department shall get the repairs / rectifications / replacement as considered necessary at the cost of the contractor by recovering the cost from the security deposit. In case additional expenditure is incurred by the department on this account, the same shall be borne by the contractor.
- 16.0 The rates quoted by the contractor shall be all inclusive keeping in mind the specifications, special conditions and technical specifications and nothing extra shall be payable whatsoever, unless otherwise specified.
- 17.0 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.

- 18.0 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.
- 19.0 Mode of Payment
As per the tender, schedule of work.
- * Security deposit @ 5 % shall be deducted from the payment and shall be released after completion of maintenance period.
- 20.0 All the materials are to be got approved from the Engineer-in-Charge before using the same in the work.
- 21.0 All dismantled material under replacement of consumable will have to be deposited with AE/JE in-charge of work. After due permission, the defective consumables shall be taken away by the agency.
- 22.0 During annual maintenance, agency will carry out one time replacement of following consumables for RO System of 25/50 LPH.
- a) Particulate filter
 - b) Sediment filter
 - c) Pre carbon filter
 - d) Post carbon filter
- 23.0 Agency will carry out following services under Annual Maintenance Contract.
- a) Three mandatory services visit by service person of “Eureka Forbes Ltd”/Authorized representative as per the recommended routine in the maintenance instructions of product manual.
 - b) Attending breakdown/malfunctioning complaints within 24 hrs. of the receipt of intimation (either verbally/telephonically/through fax, failing recovery of Rs.1,000 per day in which complaint has remained unattended will be effected).
 - c) Free repair/replacement of following spares/assemblies as and when required for functioning of 25/50 LPH RO Water purification system:
 - i) Switches
 - ii) Power cords
 - iii) PO Pumps 48 U
 - iv) Solenoid valves
 - v) Printed circuit boards
 - vi) Supply cord
 - vii) All type of connectors
- 24.0 Any damage done to the buildings, RO System, body of RO during execution of work will have to be made good by the contractor at his own cost.
- 25.0 All spares, consumables, membrane should be of approved make as specified by “Eureka Forbes”. Agency to provide list of approved makes. University reserves the right to independently verify the spares/consumables/membrane from original manufacturer/Eureka Forbes.

Volume II

Schedule of Quantities

Schedule of Quantity

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

Sub Head: **Annual maintenance of RO Water Purification System
installed at GGSIPU, Sector 16-C, Dwarka**

S. No.	Description of work	Unit	Qty	Rate(Rs./Unit)	Amount in Rs/-	Remarks
1	i) Annual Comprehensive Maintenance of RO System 25/50 LPH capacity including three mandatory services, replacement of consumables (one time) except membranes and attending complaints including repair/replacement of all spare parts as per tender specifications and as per directions of Engineer-in-Charge.	Each	40			
2	Replacement of TFC Membrane 75 GPD including testing, commissioning as per directions of Engineer-in-Charge.	Each	120			
	Total					

**Executive Engineer
University Works Division**