



**GURU GOBIND SINGH  
INDRAPRASTHA UNIVERSITY**

**Tender Document**

**Name of work: Hiring and Erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival “Anugoonj 2020” at Dwarka Campus**

**Director (Student Welfare)  
Shopping Complex, First Floor  
GGSIPU, Sector- 16C, Dwarka,  
New Delhi – 110078  
Contact: 25302801, 803**

## INDEX

Name of work: Hiring & erection of Tentage, Sound, Light & miscellaneous works for Annual Cultural festival "Anugoonj-2020" at Dwarka Campus

<b>S.No.</b>	<b>Description</b>	<b>Page Nos.</b>
1.	Notice Inviting e-Tender	3-6
2.	Information and instructions for contractors for e- tendering forming part of nit and to be posted on website	7-8
3.	Integrity Pact	9-15
4.	General Rules and Directions	16-17
5.	Conditions of Contract	18-24
6.	Special Conditions	25-27
7.	Information Regarding Pre Qualification	28-32
8.	Form of Performance Security ó Bank Guarantee Bond	33-34
9.	Financial Bid	35

## NOTICE INVITING e-TENDER

1. The Director, Students Welfare, on behalf of the GGSIPU invites online tenders in two bid system (Technical & Financial) from approved and eligible contractors as per eligibility criteria for the work of:- Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj-2020" at Dwarka Campus. **"The function is tentatively scheduled from 6<sup>th</sup> to 8<sup>th</sup> Feb 2020". However the dates may change. The Successful bidder has to execute the work as per dates as and when notified. Nothing extra will be paid on account of the change in date of the function.**
2. The work is estimated to cost Rs. 19,00,000/-. This estimate, however, is given merely as a rough guide. Tenderer shall quote his rates as per various terms and conditions specified in this tender document.
3. Tender documents consisting of conditions, the schedule of quantities of the various 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. **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.
- AND**
- ii) One work of tentage and light / sound costing not less than 40% of the estimated cost of any cultural fest/ concert/ star night/ convocation or like events with some central / state government organization / central autonomous body / central public sector undertaking / government educational institution / government university/ private organisation.

Note: Similar work shall mean providing tentage with truss / hanger structure and allied works including lighting or sound on hire for Central/State Govt. Department/PSU /College/Institute/University. The value of similar work for eligibility as above should be for one location and for one such function. Similar work part of rate contract or multiple works will be evaluated as separate works for eligibility. 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.

10. Bid can only be submitted after uploading the mandatory scanned documents as below:

- I) Copy of Demand Draft/Pay order/FDR of any Scheduled Bank against EMD in favour of Registrar, GGSIPU. 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	GGSIPU, 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	<a href="mailto:varun@ipu.ac.in">varun@ipu.ac.in</a> , <a href="mailto:accounts@ipu.ac.in">accounts@ipu.ac.in</a>

(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)

- II) Self attested copy of PAN Card.
- III) GST registration
- IV) Copy of experience of similar work

- 11. Last date for submission of tender document is **15<sup>th</sup> January, 2020** upto 15.00 Hrs and same shall be opened on same date at 15.30 hrs.
- 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. 38,000/-** in the form of Demand Draft or Pay order or fixed deposit receipt (drawn in favour of Registrar GGSIPU, New Delhi) **or Online payment** shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Director, Students Welfare, Shopping Complex at GGSIPU Sec 16C Dwarka Campus New Delhi-110078 in separate envelope marked 'EMD' by last date and time of submission. 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.

EMD of unsuccessful bidder shall be returned after award of work and EMD of successful bidder shall be returned after completion of work. 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 certified copies 07 days after opening of Financial Bid in a separate envelop marked as 'Other Documents'.

Only the EMD to be deposited in original by all bidders with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Director, Students Welfare, Shopping Complex, GGSIPU, New Delhi by **15<sup>th</sup> January, 2020 at 3.00 PM.**

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit found in order.

The bid submitted shall be opened online at **03.30 P.M. on 15<sup>th</sup> January, 2020.**

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. All work shall be **completed one day before dates notified for the function upto 12:00 Noon.** The bidder will have to submit the details of works carried out for each location vis a vis scope of work mentioned in para 5 of Conditions of Contract.
20. The Contractor whose tender is accepted will be required to furnish performance guarantee of **Rs.95,000/- (Rupees Ninety Five Thousand only)** within 2 days. This guarantee shall be in the form of Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Fixed Deposit Receipts of any Schedule Bank or in the form of an irrevocable bank guarantee bond of any scheduled nationalized bank in accordance with the form prescribed. Performance guarantee shall be returned after successful completion of work. No interest shall be paid on Performance Guarantee.

21. Copies of documents pertaining to the works will be open for inspection by the tenderers at the office of Director (Student Welfare). Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves the form and nature of the site, the means of access to the site, the accommodation they may require and before submitting their tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
22. 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.
23. 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.
24. 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.
25. The Contractor shall not permitted to tender for works in the Office of Director(Student Welfare) responsible for award and execution of, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the GGSIPU. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
26. 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/-

**Director, Student Welfare  
GGSIPU, 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 Director, Students Welfare 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 Director, Students Welfare 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.



## INTEGRITY PACT

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: NIT for the work of Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj-2020" at Dwarka Campus

Dear Sir,

It is here by declared that GGSIPU is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the GGSIPU.

Yours faithfully

Director (Student Welfare)

## **INTEGRITY PACT**

To,

Director (Student Welfare)  
GGSIPU, Dwarka

Sub: Submission of Tender for the work of Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj-2020" 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 \_\_\_\_\_ 2020

### BETWEEN

GGSIPIU represented through Director, Students Welfare, (Hereinafter referred as the "Principal/Owner" which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### AND

\_\_\_\_\_ through \_\_\_\_\_ (Hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### Preamble

WHEREAS the Principal/Owner has floated the Tender (herein after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj-2020" at Dwarka Campus hereinafter referred to as the "Contract".

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

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

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

### Article 1: Commitment of the Principal/Owner

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

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

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

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

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

### **Article 3: Consequences of Breach**

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

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

### **Article 4: Previous Transgression**

- 1) The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

#### **Article 6: Duration of the Pact**

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

#### **Article 7: Other Provisions**

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

**Article 8: Legal and Prior Rights**

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

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

\_\_\_\_\_  
(For and on behalf of Principal/Owner)

\_\_\_\_\_  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

Place:

Dated:

## GENERAL RULES AND DIRECTIONS

1. Notice Inviting Tender will state the work to be carried out, as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited at the time of purchase of tender, the performance Guarantee to be deposited by the successful tenderer. Copies of the conditions, and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the financial bid, stating at what rate he is willing to undertake the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representative, will open tenders in the presence of any intending contractors who may be present at the time. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
8. Only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the contractor does not work out the amount or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.



9. All rates shall be quoted on the financial bid. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
10. The contractor whose tender is accepted shall be required to deposit an amount equal to **Rs.95,000/- (Rupees Ninety Five Thousand only)** as performance guarantee within 2 days in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU.
11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the office of Director, Students Welfare.
12. 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 paid / reimbursed, as applicable, extra over and above the rates quoted by agency.
13. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
14. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

## CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein including these conditions and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The Site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
  - iv) The GGSIPU means the Guru Gobind Singh Indraprastha University and his successors.
  - v) The Officer-in-Charge means the Director (Student welfare) or his authorised representative
  - vi) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
  - vii) Department means Guru Gobind Singh Indraprastha University.
  - viii) Tendered value means the value of the entire work as stipulated in the letter of award.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment, transport, insurance etc which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions of work given below shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Scope of Work:**

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

**(A) Main Stage (Venue : Main Sports Ground**

<b>Tentage for three days</b>	
Providing and fixing minimum size 70 feet x 100 feet water proof Steel Structure/ German Hanger 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 with fabric masking on side and back covering, fabric ceiling as per approved design, colour all complete. Height of structure should be suitable to accommodate light / sound truss of height minimum 20 feet and span of 50 feet.	01
Stage duly supported on structurally safe scaffolding with required bracing and appropriate wooden top in perfect line and level. The wooden top should not be broken, uneven, and duly fixed to the support system. The whole system should be tested and certified as safe for holding cultural events. Minimum Size of stage will be 56 feet x 40 feet with ramp of 18 feet x 12 feet. Stage shall be at minimum 6 feet height with masking all around the stage as per approved design. Stage shall be provided with minimum four steel staircases and one ramp fixed on platform of 3-4 feet height with SS Railing of minimum 6 feet width duly fixed in line and level with stage. The tread of the staircase should have wooden top properly secured in position.	01set
Providing and fixing on hire Steel Truss for fixing of stage lighting at the front, back and middle of the stage with vertical post, horizontal truss member and bracing in structural safe manner. This truss will be independent of the truss/ hanger of waterproof main pandal (as per stage dimension)	01 set
Providing and fixing digital LED wall as backdrop of stage of minimum size 24 feet X 10 feet duly fixed in safe manner fixed on platform of 3-4 feet height	01 No.
Designing, printing, providing and fixing of Back drop (minimum 30 feet x 10feet) as per approved design	01 No.
Providing side panels / wings (minimum size 12 feet x 6 feet) as per approved design and colour- 2 nos. on each side of stage.	01 set
Octanorm Green Rooms with ceiling and locking arrangements of minimum size 03 m x 3 m including lighting etc.	06 Nos.
Elevated seating arrangement for judges of minimum size 24 feet x 12 feet. The seating arrangement should be at least 3 feet high with two steel staircases attached of minimum 4feet width including top cover, if required. The seating arrangement shall be appropriately placed in front of main stage behind VIP seating all complete with three centre tables and three (two seater) sofa and two cordless mike.	01 set
Banquet Chairs with cover and bow	300
Sofa Set (Two / Three seater) with cover	200 seats
Wooden Table with covers, size 6øx 2.5ø	50
Carpet (runner)	2000 sq.ft.

LED Light (200 - 400 Wt.) alongwith required cabling alongwith two light tower of 30 feet height	60 Nos.
Steel Barricading minimum 1.5m height with cross bracings	850rft.
Steel Barricading (heavy ) ó Mojo or equivalent with minimum 1.5 m height	1000 rft
UPS of suitable capacity to cover load of Audio Video and Stage Lighting separately (01 set each separately for Audio Video, LED Wall and Lighting) alongwith battery backup for 01 hour.	1 No.
<b>Audio / Video / Lighting for Three days</b>	
LED Lights (Shield Beam)/ LED Par alongwith required cabling	60
Scanners HMI / Moving head alpha beam 300	12
Colour Wash / Laser Lighting	8
Channel Mixer Allenheath / Soundcraft (64 channels)	1
Line Array Speakers JBL VRX series / LA Acoustic	12
Base JBL / LA Acoustic	12
Side fill 3 way	4
Monitors	8
Guitar Amps	3
Guitar amps Mrshal	2
Guitar Amp KB-5	1
Fire Base 700	1
Drum Monitors	2
Drum Kit Microphones P.G. 52, PG56, PG-81 (Shure)	1
Cordless S.M. 58 Shure VLX (SM 57)	4
Effect Rack	1
Shure Graphic Equalizer Digital DFR 2200	1
Digital Crossover DBX 260	1
HD Video recording and live projection on LED Walls with boom crane (1 no.) for video recording / projection, DVD player, scaler / switcher, mixer, online editing setup and three video cameras to record and project from at least three angles.	1 set
LED walls 12 feet X 10 feet fixed at height of minimum 10 feet with suitable arrangement for outdoor use in daylight with high level of brightness suitable for live video display weatherproof (IP65), High definition, P3 or better, 140 degree view angle	02 Nos.
Additional Audio / video / lighting equipment and modification in stage as required for performance by artists with band like Fiddle craft / Musafir / Lagori / Parvaaz / Kavi Sammelan for one day as per schedule specified by officer in charge	1 set
Additional Audio / video / lighting equipment and modification in stage as required for performance by artists with their band like Sankraman / Indian Ocean / Euphoria / Parikarma/ Local Train and Star Performance for one day as per schedule specified by officer in charge	1 set
Additional Audio / video / lighting equipment and modification in stage as required for performance by artists like required for performance by Benny Dayal / Kailash Kher / Sonu Nigam/ Mohit Chauhan/ Vishal ó Shekher/ Shaan /Jonita Gandhi/ Shreya Ghosal for one day as per schedule specified by officer in charge	1 set
Dias octanorm tables suitable for seating of minimum 8 persons alongwith VVIP dias chairs / sofa as approved.	1 set

Flower Decorations on the main stage for one day as directed covering stage front, dias table, front staircase with English Roses and cut flowering of white rajnigandha, glides, zebra and like flowers, marigold and ashoka leaves	1 set
Main Gate of plywood including flower decoration as directed including designing, printing and providing and fixing flex board	1 set

**(B) Stage II (Venue: Adjacent Swimming Pool)**

<b>Tentage for Three days</b>	
Providing and fixing minimum size 70 feet x 60 feet water proof Steel Structure/ German Hanger 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 with fabric masking on side and back covering, fabric ceiling as per approved design, colour all complete.	01
Stage duly supported on structurally safe scaffolding with required bracing and appropriate wooden top in perfect line and level. The wooden top should not be broken, uneven, and duly fixed to the support system. The whole system should be tested and certified as safe for holding cultural events. Minimum Size of stage will be 48ø x 32ø Stage shall be at minimum 2.5 feet height with black masking all around the stage as per approved design. Stage shall be provided with minimum two stainless steel staircases of minimum 6 feet width duly fixed in line and level with stage. The tread of the staircase should have wooden top properly secured in position.	01
Banquet Chairs with cover and bow	150
Sofa Set with cover (Two / three seater)	30 seats
Carpet (Runner)	2250 sq.ft.
LED Light (200 - 400 W) alongwith required cabling	40
Octanorm Green Rooms with ceiling and locking arrangements of minimum size 03 m x 3 m including lighting etc.	06
Steel Barricading minimum 1m height with cross bracings	600 rft.
Designing, printing, providing and fixing of Backdrop for stage (minimum size 25 feet x10 feet) including minimum 2 side panels / wings (minimum size 10 feet x 4 feet) as per approved design and colour.	01 set
Elevated seating arrangement for judges of minimum size 18 feet x 10 feet. The seating arrangement should be at least 3 feet high with two steel staircases attached of minimum 4feet width. The seating arrangement shall be appropriately placed complete with two centre tables and two (two seater) sofa and one cordless mike.	01 set
<b>Audio / Video / Lighting</b>	
Par Can	24
Top (15ö JBL)	4
Base	2
Corded Mikes	10
Cordless Mikes	2
Mixer	1
CD Player ((including CD for recording)	1
UPS of suitable capacity to cover load of Audio Video and Stage Lighting separately (01 set each separately for Audio Video and Lighting) alongwith battery backup for 01 hour.	1 No.

**(C) Stage III for DJ (Venue: Basketball Court)**

Minimum size 20 feet x 20 feet Canopy of aluminium pipe structure with water proof cloth covering on top and sides	1
Stage with minimum size 15 feet x 15 feet and 4 feet height with black masking all around the stage as per approved design.	1
Base JBL VRX / RCF	4
Top JBL VRX / RCF	4
C.D. Player ó Pioneer 350/ 1000/ 2000	2
Mixer Pioneer 650 / 700/ 800/ 900	1
Mikes (Cordless)	1
Stage Monitors JBL / RCF	2
DJ Console	1
Designing, printing, providing and fixing of Back drop (minimum 15feet x 10feet) as per approved design	1
Video recording of the event with two cameras	1
Steel barricading	500 rft
Conopy of 10feet X 10 feet	2 Nos.
Steel Baricading (Mojo)	250 rft

**(D) (Venue: Library Block)**

Light Truss (Vertical & Horizontal)	50 feet span
Sofa Set (Two / Three seater) with cover	30 seats.
Woolen Carpet	100 Sq. Ft.
Black Masking (8ft.Height)	350 rft.
Gate (Wooden Baton / Side Wings)	02 Nos.

**(E) General (Venue: GGSIPU Campus)**

Mobile Toilets with 1 caretaker and cleaner (per 4 toilets)	20
Change rooms of Octonorm with roof and Lock arrangement and hard flooring//platform (minimum 3m X 3m) and four chairs in each room, 01 dressing table	6
Octonorm (Control Room Setup) with roof and Lock arrangement 9 m x 3m with carpet, platform alongwith sofa and round table for 15 people (i) PA system in 2 nos (ii) LED (200 ó 400 w) ó 1 no (iii) Power Point ó 2 no	1
Minimum 15 feet x 15feet size Canopy of aluminium pipe structure with water proof cloth covering on top and sides for sponsors with following facilities i Tables with cloth ó 3 Nos. ii Chairs ó 4 Nos. iii Halogen (500-1000 w) ó 1 no iv Power Point ó 1 No.	9
Food Stalls ( minimum 15feet x 15 feet) with following facilities i. Tables with cloth ó 6 nos. ii Chairs ó 4 nos. iii LED (200 ó 400W) ó 2 nos. iv power point ó 2 nos. v. Jute matt carpet in front of food stalls for minimum width of 15 feet along full length	15
Wireless communication system with two operational channels and 45 instruments	1 set
Steel barricading with minimum 1 m height with cross bracings	1000 rft
Kannat 15 feet high	600 rft
Drinking water 10 dispensers; RO bottles of 20 litre minimum 30 per day.	1

Fire Extinguishers of 4.5 Kg of ABC-15 Nos. , CO 2-15 Nos. and Water -15 Nos.	45 Nos
Proving and fixing of Flag (multi colour) with pole (Height- 10 Ft)	350 Nos.
Designing, printing, providing and fixing of Welcome Signages (minimum size 12 feet x08 feet) as per approved design and colour (Erected within Dwarka).	03 No.
Designing, printing, providing and fixing of Direction Signages (minimum size 06 feet x03 feet) as per approved design and colour (Erected within Dwarka).	10 No.
Black Masking (4ft.Height)	Complete University Boundary Wall Front Side

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

The agency will provide all required cables/ wires of suitable size in healthy condition for all type of lighting/ audio-video network including provision of proper panel/ changeover switch for power connection.

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

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. At present there is ban on use of DG sets till 15.03.2020. In case the ban is lifted before the date of function and also is not enforced on the dates of function, the agency has to arrange for DG set instead of UPS in following manner:

Diesel Generator Set of suitable capacity separately for audio / video and lighting of main stage, with acoustic enclosure along with operator and diesel for 6 hrs running per day including required cable to provide electric connection to Main Stage and Stage II, General Lighting, LED screen etc.



# **Special Conditions**

1. All work shall be **completed one day before dates notified for the function upto 12:00 Noon**. The agency shall submit the details of equipment, tentage, and other facilities provided in comparison with the scope of work at 1:00 P.M. **one day before** dates notified. A mock rehearsal of the functioning of all equipments shall be arranged by the agency at 1:00 PM on **one day before** dates notified. Penalty @ Rs 2000/- per hour per location shall be imposed for delay in completion of work as per schedule above.
2. The agency shall ensure functioning of all equipments and system installed during the function for three days. For any breakdown in any system for more than 10 minutes, a penalty of Rs 1000/- per 15 minutes shall be imposed for each instance.
3. In case of short comings found from the scope of work on any of the function days, a minimum penalty of Rs 5,000/- per location shall be imposed. Decision of the University in this regard shall be final & binding.
4. The contractor shall be responsible for watch and ward of all the works, equipment and various materials. Agency shall take necessary steps including insurance for safeguarding its equipment, tentage etc against any damage due to any reason. No claim on this account shall be entertained by University.
5. Agency shall provide original CD of recording at all the locations 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.
7. Agency shall be fully responsible for its acts and acts of its sub-agencies and indemnify the University against any losses, compensation to its workmen, sub agency workmen or any third party.
8. Agency shall ensure that stage / shamiana / truss structure etc are structurally safe for the usage and performance of cultural events. All structural members including top wooden board shall be firmly secured with line and level to ensure safe performance. Any mishappening on this account shall be sole responsibility of the agency.
- 9 All material, labour , transportation, incidental expenses, insurance, required peripheral works, storage of equipment, safety , manpower required for operation of equipment, required wiring / cabling etc deemed to be included in the rates quoted by the agency. No claim, whatsoever, shall be entertained in this account.
- 10 Agency shall ensure that all wires, cables are properly secured, joints properly insulated and cables of required size are installed so as to avoid any mishappening. No temporary arrangement with loose connections, open joints shall be made. Agency shall arrange required cables, wires, change over etc for tapping the electricity from the designated tapping locations in the University. Nothing extra shall be paid on this account.
- 12 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
  - (a) Amend the scope and value of contract to the bidder.
  - (b) Reject any or all the applications without assigning any reason.
- 13 The bidder or his authorized representative should always be available at the site of work to take instructions from officer in charge, and ensure proper execution of work. No work shall commence in the absence of contractor's representative and they shall certify in writing about the correctness of layout alignment and shall ensure stability of all structural work such as partition panel/electricity panel and other related items.

- 14 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the GGSIPU and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the officer -in-charge but the GGSIPU is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 15 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 16 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the officer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 17 Agency shall obtain all required permissions from the local statutory authorities required for this work. All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of installation and commissioning shall be the responsibility of the contractor, the cost for which shall be deemed to be included in the rates. However, actual statutory fee paid to the concerned authorities for obtaining approvals if any, shall be reimbursed by the University on production of proof of payment made by the Contractor.
- 18 If the work is carried out in more than one shifts or during night to meet the time period of completion, nothing extra shall be paid on this account.
- 19 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material /vehicles etc. and nothing extra shall be paid on this account.

**SECTION III**  
**INFORMATION REGARDING PRE-QUALIFICATION**

**LETTER OF TRANSMITTAL**

**From:**

\_\_\_\_\_  
\_\_\_\_\_

**To**

The Director, Students Welfare  
GGSIPU, Dwarka  
New Delhi - 110078

**Subject:** Submission of bids for the work of

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj 2020" 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 TENDER**

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	Name & Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9

\* Dissimilar work should not be included

**Signature of Bidder(s)****Note :**

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

**FORM 'B'**

**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  
Engineer-in-Charge on behalf of the University certified that the terms and conditions of the said  
agreement have been fully and properly carried out by the said Contractor(s) and accordingly  
discharges this guarantee.

5. We, ----- further agree with the University that the University

(indicate the name of the Bank)

shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ----- lastly undertake not to revoke this guarantee except  
(indicate the name of the Bank)

with the previous consent of the University in writing.

8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

Signature & Seal of Bank

## Financial bid

Name of work: Hiring & erection of Tentage, Sound, Light and miscellaneous works for Annual Cultural festival "Anugoonj 2020" at Dwarka Campus

S.no.	Description of work	Unit	Quantity	Rate	Amount
1	Providing, erecting and operating tent / shamiana, light, sound, video and other miscellaneous items for Annual cultural at GGSIPU, Sector 16C Dwarka. all complete as per scope of work and terms and conditions and as per directions of officer in charge. <b>(GST shall be paid / reimbursed, as applicable, extra over and above the rates quoted by agency)</b>	job	1 no.		

Signature and stamp of bidder