

**TITLE : SHORT NOTICE TENDER
FOR SUPPLY OF HOSTEL
BED MATTRESSES AT SRI
GURU TEGH BAHADUR
KHALSA COLLEGE,
UNIVERSITY OF DELHI,
DELHI 110007**

**OWNER : PRINCIPAL, SRI GURU TEGH BAHADUR
KHALSA COLLEGE**

ADDRESS : UNIVERSITY OF DELHI, DELHI 110007 (INDIA)

WEBSITE : <https://sgtbkhalsadu.ac.in/>

TYPE OF TENDER : TWO COVER SYSTEM

ESTIMATED COST OF WORK : RS. 13.75 LAKHS

TENDER FEE : NIL

DATE OF START : 01-12-2022

LAST DATE OF SUBMISSION OF : 09-12-2022

EARNEST MONEY DEPOSIT : Rs.28,000/-

**TENDER PREPARED BY : RANJIT SINGH & ASSOCIATES, 1206 SURYA KIRAN BUILDING,
19 K.G. MARG, NEW DELHI 110001. PH. 011-43560879.
RSA1206@MSN.COM**

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TENDER SCHEDULE		
Validity Of Offer	:	90 Days
Cost Of Tender Document	:	NIL
Estimated Cost of The Work	:	Rs. 13.75 lakhs
Earnest Money Deposit.	:	Rs.28,000/- Payable by D.D. In Favour Of PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE. EMD of unsuccessful bidders will be returned.
Start Of Tender Issue.	:	Thursday, 01 December 2022
Last Date of Tender Issue.	:	Thursday, 08 December 2022
Last Date of Submission of Tender.	:	09-12-2022 At 3:00 Pm
Date Of Opening of Technical Bid.	:	09-12-2022 At 3:30 Pm
Defects Liability Period.	:	12 Months
Contract Time Period.	:	1 Months
Penalty For Delay.	:	Rs. 5,000/- Per Day Up to Maximum Of 10% Of the Cost of The Works.
Minimum Running Account Bill Value.	:	2.5 LAKHS
Retention Percentage.	:	EMD will be converted to security deposit for a period of 12 months / upto the end of the defects liability period whichever is later. No interest will be paid on the security deposit. Security deposit will be released after the successful completion of the DLP.
Contact Details for Clarification Related to Tender.	:	Email: rsa1206@msn.com Phone. 011-43560879

ELIGIBILITY CRITERIA

S. NO.	DESCRIPTION
1)	: BIDDER SHOULD SUBMIT AN EMD OF RUPEES Rs.28,000/-.
2)	: BIDDER SHOULD BE A REPUTED MANUFACTURER OF MATTRESS & PILLOW OR REGISTERED VENDOR OF A REPUTED BRAND OF MATTRESS & PILLOWS. RELEVANT DOCUMENTS TO BID FOR THIS TENDER SHOULD BE ENCLOSED.

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CHECKLIST OF DOCUMENTS TO BE PLACED IN THE TECHNICAL BID

S.NO.	DESCRIPTION	CHECK
1)	: COMPANY PROFILE	<input type="checkbox"/>
2)	: COMPANY ADDRESS	<input type="checkbox"/>
3)	: GST REGISTRATION CERTIFICATE COPY	<input type="checkbox"/>
4)	: PAN CARD COPY	<input type="checkbox"/>
5)	: TURNOVER CERTIFICATE (ANNEXURE -1)	<input type="checkbox"/>
6)	: EMD FEE OF RS. Rs.28,000/- IN THE FORM OF A DEMAND DRAFT IN THE NAME OF PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE.	<input type="checkbox"/>

SUBMISSION OF TECHNICAL BID & FINANCIAL BID

- 1) ORIGINAL TECHNICAL BID, FINANCIAL BID, EMD & TENDER FEE SHOULD BE SUBMITTED TO THE OFFICE OF PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE ON OR BEFORE 3:00 PM ON 09-12-2022. THE TECHNICAL BID, FINANCIAL BID, EMD & TENDER FEE PLACED IN THREE SEPARATE ENVELOPES WITH ALL THREE ENVELOPES PLACED IN ONE ENVELOP LABELLED AS “TENDER FOR SUPPLY OF HOSTEL BED MATTRESSES AT SRI GURU TEGH BAHADUR KHALSA COLLEGE, UNIVERSITY OF DELHI, DELHI 110007”.**
- 2) THE TECHNICAL BIDS SHOULD BE ACCOMPANIED BY A SAMPLE OF THE SINGLE BED MATTRESS AND A SAMPLE OF THE PILLOW.**
- 3) PRINCIPAL SRI GURU TEGH BAHADUR KHALSA COLLEGE, RESERVES THE RIGHT TO ACCEPT ANY SAMPLE OR REJECT ANY SAMPLE WITHOUT GIVING ANY REASON WHATSOEVER.**

NOTICE INVITING TENDER

To

All The Eligible Bidders,

Dear Sir/ Madam,

You are invited to submit your most competitive bids in TWO COVER SYSTEM (TECHNICAL & FINANCIAL) on or before the prescribed due date and time for SHORT NOTICE TENDER FOR SUPPLY OF HOSTEL BED MATTRESSES AT SRI GURU TEGH BAHADUR KHALSA COLLEGE, UNIVERSITY OF DELHI, DELHI 110007.

Bidders are requested to submit original hardcopy of bids on or before the tender due date mentioned in the tender document. The complete details of the tender items are available in the tender document, which can be downloaded from <https://sgtbkhapsadu.ac.in/> [ePublishing System, Government of India \(eprocure.gov.in\)](https://eprocure.gov.in/). Tenders document can also be obtained from the office of the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE, University of Delhi, North Campus on giving written application.

Any queries related to the tender document should be addressed to the tender inviting authority PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE.

Sd/-

PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE

TENDER ACCEPTANCE (OFFER) LETTER

TO,

PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE
UNIVERSITY OF DELHI, DELHI 110007 (INDIA)

Subject: Acceptance in respect of terms and conditions of tender document for SHORT
NOTICE TENDER FOR SUPPLY OF HOSTEL BED MATTRESSES AT SRI GURU
TEGH BAHADUR KHALSA COLLEGE, UNIVERSITY OF DELHI, DELHI 110007.

Dear Sir,

1. I / We have obtained / downloaded the tender document(s) for the above-mentioned tender from the website <https://sgtbkhalsadu.ac.in/> , [ePublishing System, Government of India \(eprocure.gov.in\)](#) / Office of the Principal, Sri Guru Tegh Bahadur Khalsa College
2. I / We hereby certify that I / We have read every page of the tender document including all terms/conditions/drawings/annexures/forms/appendixes/paras etc. which are part of the contract agreement, and I / We agree to accept all the terms and conditions contained therein.
3. The corrigendum(s) issued from time to time by your organisation has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept all the terms and conditions of above-mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this letter are found violated, then PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE shall without prejudice to any other right or remedy be at liberty to reject my/our bid including the forfeiture of EMD.
6. I / We hereby certify that all statements made, and information supplied in the enclosed appendix, annexure, forms/paras etc. furnished herewith are true and correct.
7. I / We have furnished all information and details necessary for demonstrating our qualification and have no further critical information to supply.
8. I / We understand and accept that PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE is not bound to accept the lowest bid or any of the bids submitted by the bidders or to give any reasons for their decision.
9. I/We understand and accept that quoted rates shall include all taxes including GST shall be payable by the bidder/contractor. PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE will not entertain any claim whatsoever in respect of taxes.

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10. I/We understand and accept that PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE reserves the right of accepting the whole or any part of the tender and the bidder/contractor shall be bound to perform the same at quoted rates.
11. I / We understand and accept that in case any information provided by me/us is found to be false/ incorrect, then PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE shall be at liberty to reject our bid and without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely and I / We shall not have any claim against PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE .
12. I/We understand and accept that, if after the tender is accepted, I / We fail to commence the execution of the works within the stipulated time, then PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely and I / We shall not have any claim against PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE .

Yours Faithfully,

Signature of Bidder:

Name:

Designation:

Stamp of the Bidder:

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BIDDER'S DETAILS

To be attached with Technical Bid.

S.NO.	DESCRIPTION	DETAIL
1	Name of Company	
2	Address of Company	
3	PAN no.	
4	GSTN no.	
5	Telephone Number	
6	Email Address	
7	Name of Company Owner / Director / Partner	
8	Address of Company Owner / Director / Partner	
9	Telephone Number of Company Owner / Director/ Partner	
<p>I/We hereby declare that the information furnished above is true and correct. In case the above information is found incorrect at any stage, the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE may take appropriate action as warranted.</p>		
Name:		
Designation:		
Stamp & Signatures:		
Place:		
Date:		

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTORS are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their Tender as to the nature of the ground and sub-soil (so far as practicable), the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain necessary information as to the risks, contingencies and other circumstances which may influence or affect their Tender. CONTRACTORS shall be deemed to have full knowledge of the site, whether they inspect it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed.
2. Submissions of the Tender by the CONTRACTOR implies that he has read all contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.
3. PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE will return the earnest money where applicable to every unsuccessful contractor on return of all the Tender documents without any interest.
4. **The rates shall be inclusive of 1 year ON SITE comprehensive WARRANTY.**
5. The work shall be carried out as per specifications in the Tender schedule/latest C.P.W.D. Specifications, along with the correction slips; issued up to date of acceptance of Tender in case of doubt the decision of the Architect shall be final and binding on the Contractor.
6. The Contractor shall carryout the supply in stages as to cause minimum disturbance to the Owner. Contractor shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE or his authorized representative in respect of such damages /injuries.
7. All labour Employed by the Contractor/Supplier shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the College, shall not be liable to pay any damages for the same.
8. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.

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9. No labor or material rate escalation claims will be entertained from the supplier/contractor as this work has to be completed within 1 months from the date of order.
10. Rates quoted shall be applicable equally to all floors and shall include all lifts and leads. No extras on this account shall be payable.
11. Rates quoted by the contractor shall be inclusive of all items of supply mentioned in the BOQ and Any work, supplies or services which might have not been specifically mentioned in the BOQ but are necessary for entire completion of the work shall be executed / provided/ rendered by the supplier/CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects.
12. Contractor shall submit only computerized Bills supported with computerized measurement sheets in A4 size hard copy prints and soft copy in Microsoft Excel Format. Manual Handwritten bills or measurement sheets will not be accepted.
13. PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE College reserves the right to decrease the items of work, change the specifications of works or remove the entire section of work as may be deemed necessary to finish the works within the available budget.
- 14. The selected contractor shall take site measurements and submit SAMPLES for approval from PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE before starting the work at site. Contractor shall start work only after receiving approval from the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE**

GENERAL CONDITIONS OF CONTRACT

Definitions: the contract document consists of the agreement, the special and general conditions of the contract, specifications and bills of quantities including all modifications and the contract drawings prepared by the Architect from time to time

1. The site: shall mean the site of contract work.
2. Bidder / Contractor/ Supplier : Shall mean the person or business that agrees to conduct the contract work under the terms of the contract.
3. Sub-Contractor: includes those who have a direct contract with the Contractor.
4. Notice: written notice shall be deemed to have been served if delivered in person to a member of the Contractors firm.
5. Owner: PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE
6. Work: the term “work” includes both labour and material of the Contractor/Sub-Contractor.
7. Time limits: time limits stated in the contract are essence of the contract.
8. Law: law of the place of work shall govern the construction under this contract.
9. Virtual completion: date of virtual completion is the date when the construction is sufficiently completed in accordance with the contract documents, including modifications, if any.
10. Contract documents: shall consist of the following:
 - a) The agreement.
 - b) The General and Special conditions of contract.
 - c) The Bill of Quantities.
 - d) The drawings & specifications.
 - e) The approved makes.

TYPE OF CONTRACT

It is an item rate contract. The Supplier/ Contractor shall be paid for the actual quantity and quality of work done, as measured at site on the rates quoted by him, based on a payment certificate issued by the Architect/ Engineer- In charge.

SCHEDULE OF QUANTITIES

Schedules of quantities given in the contract bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for the contract. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any of them. Contractor shall be bound to carry out the same without claiming any extras.

ACCESS FOR ARCHITECT/ ENGINEER IN CHARGE TO THE WORKS

The Architect and his representative shall have access, at all reasonable times, to the work and workshops of the Contractor.

ARCHITECTS STATUS AND DECISIONS

The Architect shall be Owner's representative during the construction period. He shall periodically visit the site to familiarize himself generally with the progress and the quality of work and to determine, in general if the work is proceeding in accordance with the contract documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work, and shall not be responsible for the Contractors failure to carry out the construction work in accordance with the contract documents. During his site inspections the Architect shall inform the Owner about progress of work, defects and deficiencies if any.

The Architect may in his absolute discretion from time to time, issue further drawings, details, written instructions, written decisions and written explanations in regard to: -

1. Variation or modification of the design
2. Quality or quantity of work, addition/alteration/omissions and substitutions of any work
3. Any discrepancy and divergence between drawings and specifications.
4. Removal and re-erection of any works executed by the Contractor
5. Dismissal of any persons employed on the site, who in the opinion of the Architect is not fit for the job.
6. Opening up for inspection any work-covered up
7. Amending and making good any defects under defects liability period
8. Removal from site, any materials brought by the Contractor, which in the opinion of the Architect is not up to the desired standard.
9. Delay and extension of time
10. Postponement of any work

ENGINEER IN CHARGE

Engineer In-Charge shall mean a competent engineer appointed and paid by the Owner and acting in congruence with the Architect.

STATUTORY OBLIGATIONS

The Contractor shall comply with and give all notices required by any Govt. authority and instrument, rule or order made under an act of parliament or state assembly or any regulation or byelaw of the local body, relating to the work and indemnify the Owner against any such liability arising out of noncompliance of the law.

By way of illustration of various Acts/statutory compliances as stated above, the following Acts as amended from time to time shall be complied with by the CONTRACTOR:

1. Employee's Provident Fund Act 1952

2. Contract Labour Act (Regulations and Abolition 1970)
3. Minimum Wages Act 1948
4. Payment of Wages Act 1936
5. Workmen Compensation Act 1923
6. Factories Act 1948
7. Apprenticeship Act 1961

SUB CONTRACTOR

Before awarding any subcontract, the Contractor shall notify Architect/Engineer In-Charge in writing the names of the Sub-Contractors proposed. Contractor shall not employ the Sub-Contractor to whom Architect or Engineer In Charge may have a reasonable objection.

MEASUREMENT OF WORK

Unless otherwise specified, measurement of work shall be carried from the works actually executed. The measurements for the purpose of preparing Bills will be taken jointly by the Contractor's representative and the Engineer In charge. In measurement of work as stated above, the CONTRACTOR shall certify that the work has been carried out strictly as per the drawings, specifications and item of work in terms of the agreement. Such certificate shall require Engineer In-Charge's endorsement for the purpose of payment.

In the event of any dispute with regard to the measurement of the work executed, the decision of the OWNER shall be final and binding on the CONTRACTOR.

In the case of site measurements, should the CONTRACTOR not attend or neglect or fail to send his representative for taking joint measurements, the measurements taken by the Engineer in Charge shall be deemed to be the correct measurement of work and shall be binding on the CONTRACTOR.

REJECTION

If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfil the requirements of the agreement, the Engineer In Charge shall give the CONTRACTOR notice in writing setting-forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement.

Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the Engineer In-Charge and the CONTRACTOR shall remove the materials from the site within the period specified by the Engineer In-Charge.

The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per above.

FLUCTUATIONS

The Contractor shall not claim any extras for fluctuation of price and the contract price shall not be subjected to any rise or fall in prices.

TIME EXTENSION

Upon it becoming reasonably apparent that the progress of the work is delayed, the Contractor shall forthwith give written notice of the cause of delay to the Architect/ Engineer In charge, to enable the Architect and Owner to take a proper decision in the matter.

INSPECTION AND TEST

1. The CONTRACTOR shall ensure inspection and test of all materials and work at his cost through his ENGINEER IN CHARGE and other technical staff either at site or through any approved laboratory.
2. The CONTRACTOR shall ensure proper supervision and inspection during the progress of work at site.
3. All materials and work, whether at the site or in the Contractor's /Sub-Contractor's premises shall be subject to inspection and test by the ENGINEER IN CHARGE. The CONTRACTOR/ his Sub-Contractor shall provide all facilities free of cost to the ENGINEER IN CHARGE including all labour, materials, tools, tackles, instruments, appliances, etc. to enable the ENGINEER IN CHARGE to carry out inspection and/or test.
4. All test certificates shall be subject to certification by the ENGINEER IN CHARGE.
5. The CONTRACTOR shall submit to the ENGINEER IN CHARGE three copies of all inspection/ test certificates.
6. The CONTRACTOR shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so, decided by the ENGINEER IN CHARGE.
7. The CONTRACTOR shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection /testing.

RESPONSIBILITY OF COMPLETION

Any work supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the contract work shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects.

DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date specified or within any extended time granted to him, the Contractor shall allow the Owner to deduct a sum calculated at the agreed liquidated damages, from the money due to him for the period the work remained incomplete, subject to a maximum amount of 10% of the Contract Value.

LIQUIDATED DAMAGES FOR DELAY

If the CONTRACTOR fails to complete the work/item (s) of work in all respects and hand over the same to the OWNER within the time stipulated the CONTRACTOR, without prejudice to any other right or remedy of the OWNER on account of such breach, be liable to pay the OWNER liquidated damages at the rate of Rs. 5,000/- (Five Thousand) per day of delay. The total amount of liquidated damages shall be limited to 10% (Ten percent) of the total contract price.

The above provisions shall not apply in cases of delay for which the CONTRACTOR is entitled to extension of completion time

MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

Maintenance Guarantee period will be 12 months from the actual date of completion and handling over to the OWNER.

1. The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.
2. The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.
3. The CONTRACTOR shall, if required by the ENGINEER IN CHARGE, search for the causes of any defects, imperfection or fault under the direction of the ENGINEER IN CHARGE. The cost of such search shall be borne by the CONTRACTOR.
4. At intervals specified by the ENGINEER IN CHARGE the CONTRACTOR, along with the ENGINEER IN CHARGE, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which; the ENGINEER IN CHARGE may get the defects rectified at the risk and cost of the CONTRACTOR.
5. At the end of the maintenance guarantee period, the CONTRACTOR, along with the ENGINEER IN CHARGE, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the ENGINEER IN CHARGE. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the ENGINEER IN CHARGE and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.
6. Upon successful completion of the maintenance guarantee period the OWNER shall issue final acceptance certificate to the CONTRACTOR

PAYMENT WITH HELD

The Architect/ Engineer in Charge may withhold or on account of subsequently discovered evidence nullify the whole or part of any certificate to such an extent as may be necessary in his reasonable opinion to protect the Owner from loss, for defective work, non- payment to Subcontractors, or other claims connected to this work.

INJURY TO PERSONS

The Contractor shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statutory or common law in respect of personal injury to or the death of any person, whomsoever arising out of or in the course of or caused by carrying out the work.

INSURANCE

Without prejudice to his ability to indemnify the Owner, the Contractor and his Subcontractors shall maintain such insurance as are necessary to cover the liability of the Contractor and the sub-Contractors.

INSURANCE AGAINST FIRE

The Contractor shall in the joint name of the Owner and the Contractor, insure the works against loss or damage due to fire, earthquakes and riots.

COORDINATION OF WORK

Contractor shall extend complete coordination to other agencies i.e. electrical, firefighting and interiors working on the same site.

LABOUR

Contractor shall not employ child labour under 14 years of age and if female workers are employed, he should make provision for safeguarding the small children to keep them clear of the site. All labour shall wear safety helmets and shoes to protect them from injury.

SAFETY

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

GUARANTEE

Besides guarantees required elsewhere, the Contractor shall guarantee the works in general for one year after completion of defects liability period.

WARRANTY

The Contractor shall give warranty that works to be done supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contractor and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Institute who shall state in writing in what respect goods are faulty. This shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

If it becomes necessary for the contractor to replace or renew any defective Portion / portions of the equipment under this clause, the provisions of the clause shall apply to the portion / portions of equipment's replaced or renewed or until the end of the warranty period of 12 months, whichever may be later. If any defect is not remedied within a reasonable time, the College may proceed to get the work done at the Contractor's risk and expenses, but without prejudice to any other rights which the College may have against the Contractor in respect of such defects. Replacement under warranty clause shall be made by the Contractor free of all charges at site including freight, insurance and other incidental charges

REPLACEMENT OF DEFECTIVE EQUIPMENT

If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted College shall give the Contractor a notice setting forth details of such defects or failures and the Contractor shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Contractor free of cost. Should the Contractor fail to do the needful within this stipulated time frame, the College reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Contractor. The cost of any such replacement made by the College shall be deducted from the amount payable to the Contractor against this purchase order.

If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Contractor for such loss or defective equipment and the Contractor shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

ADD ON ORDER

PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE reserves the right to place Add on order for additional quantity up to 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

ARBITRATION

In case of dispute, the difference of opinion on any matter pertaining to the works, the decision of the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE be final and binding on the contractors. If either party is not satisfied with the decision of the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE, within 28 days a notice to this effect will be sent to the PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE in writing. The matter can then be referred to a sole arbitrator or a panel of two arbitrators appointed under the arbitration act 1996.

LIQUIDATION

If the CONTRACTOR commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carries on his business under a receiver for the benefits of his creditor the OWNER shall be at liberty to:

- i) Give such receiver the liquidator or other person the option of carrying out the performance under the Agreement, subject to the receiver, liquidator or other person providing a guarantee up to an amount to be agreed upon by the OWNER and such receiver liquidator or other person for the due and faithful performance of the Contractor's obligations under this Agreement, or
- ii) If the receiver, liquidator or other person fails within 30 (thirty) days to exercise the option to carry out performance of the Agreement then the OWNER may terminate the Agreement and give notice in writing to the CONTRACTOR or to the receiver, liquidator or to any person in whom the Agreement may have become vested.

TERMINATION OF CONTRACT

If the CONTRACTOR violates the Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by the Architect/Engineer In-Charge in connection with the work or shall contravene or breach any provisions of the Agreement, the OWNER may give notice in writing to the CONTRACTOR to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice and in default of the compliance with the said notice, the OWNER without prejudice to his rights as below may rescind or terminate the Agreement stating therein the effective date of termination, holding the CONTRACTOR liable for the damages that the OWNER may sustain in this behalf.

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the CONTRACTOR.

OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other person in the office of PRINCIPAL, SRI GURU TEGH BAHADUR KHALSA COLLEGE , UNIVERSITY OF DELHI, DELHI 110007 (INDIA). The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

PENALTY FOR USE OF UNDUE INFLUENCE

The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract.

Any breach of the aforesaid undertaking by the Contractor (Seller) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the, Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller.

TURNOVER CERTIFICATE (ANNEXURE 1)

ON THE LETTER PAD OF CHARTERED ACCOUNTANT

This is to certify that the total turnover of

M/s _____

Having PAN _____

is as under:

FINANCIAL YEAR	AMOUNT (FIGURES)	AMOUNT (WORDS)
2018-2019		
2019-2020		
2020-2021		

Average = Total/3 = _____

It is further certified that the above-mentioned amounts have been derived from the books of accounts presented before us for the above-mentioned periods.

Stamp and Signature of Chartered Accountant.

FINANCIAL BID TO BE PLACED IN A SEPARATE ENVELOPE

S.NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1	Supplying hostel bed mattresses with the following specifications: High Quality PU foam quilted cover of Maroon Colour/any approved color. One Side: High Resilience Foam: 12 mm Middle: High Quality Bonded Foam: 75 mm Other Side: High Resilience Foam: 25 mm Both Side of the mattress can be used. Approximate Thickness: 112 mm plus Quilted Cover. Approximate Size of mattress: 75-inch x 36 inch. Mattress should have anti sagging technology.	Each	220.00		
2	Providing and Supplying Poly Fibre pillows as per approved samples of approximate size 27-inch x 16 inch.	Each	220.00		
	TOTAL AMOUNT				
	GST				
	TOTAL AMOUNT INCLUDING DELIVERY AT SITE AND ALL TAXES				

RATES SHALL BE INCLUSIVE OF THE FOLLOWING:

1. All Labour, Cartage, Delivery and Taxes etc.
2. All tools, plants, labour, materials, equipment, technical staff etc. Required to complete the work up to the satisfaction of the engineer in charge.
3. 1 years on site comprehensive defect liability period with maintenance including all tools, parts, labour & supervision.
4. Payment will be made only after supply is made. Supply can be made in 2 instalments.
5. Time period for delivery is 1 month from the date of order.