



GOVERNMENT OF NCT OF DELHI
DELHI TECHNOLOGICAL UNIVERSITY
ENGINEERING CELL
Bawana Road, Delhi 110 042
www.dtu.ac.in

TENDER DOCUMENT

**NOTICE INVITING TENDERS FOR
“ANNUAL REPAIR & MAINTENANCE OF
RESIDENTIAL BUILDINGS, NON-RESIDENTIAL
BUILDINGS AND HOSTEL BUILDINGS IN DTU
CAMPUSES. (SUPPLY OF MANPOWER FOR DAY TO
DAY MAINTENANCE WORK DURING 2022-23).”
IN DTU CAMPUS.**



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NOTICE INVITING TENDER

Online e-Tenders are invited under Two-Bid system from Govt. agencies/PSUs only having capacity to provide the Supervisor, Skilled manpower, Semi-skilled and Beldar/Coolie (Un-skilled) for (Percentage rate) “Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)” for a period of one (01) year on outsourcing basis and the work may be extended to the subsequent years based on performance. Further details of the Notice Inviting Tender along with their terms and conditions and other documents can be seen/downloaded at/from the website <https://govtprocurement.delhi.gov.in>.

To participate in the e-tendering process of the Delhi Government, the bidder has to register with the NIC portal i.e. <https://govtprocurement.delhi.gov.in>.

Tender will be opened as per the schedule given below by the tender opening committee in the presence of the tenderers or their authorized representatives who wish to remain present on the same day and if any holiday on the day of opening, the tender will be opened on next working day of the university in the office of Chief Project Officer, Engineering Cell.

Tender document is also available for viewing on the website of Delhi Technological University, Delhi at www.dtu.ac.in.

Estimated Cost of Tender: **Rs.3,16,99,985/-** (Rupees Three Crore Sixteen Lakh Ninety Nine Thousand Nine Hundred and Eighty Five Only) for one years.

Bid Schedule

Date of start and downloading tender	.07.2022 at 3.00 P.M.
Earnest Money Deposit (EMD)	Rs.6,34,000/- (2% of Estimated Cost).
Last date submission of tender (online)	.07.2022 at 3.00 P.M.
Date and Time of Opening Bid	.07.2022 at 3.30 P.M
Designation of the Authorized Officer and Address for Communication:	Chief Project Officer, Delhi Technological University, Shahbad Daulatpur, Bawana Road, New Delhi – 110042.

**Chief Project Officer,
Delhi Technological University.**



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**GUIDELINES/PROCEDURE TO BE FOLLOWED IN INTRODUCTION OF 'E'-
 PROCUREMENT SOLUTION**

1. **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 bidder participating in e-procurement solution. The bidders can view/download the tender documents from the: <https://govtprocurement.delhi.gov.in>.
2. **Submission of bids:** The bidders who are desire of participating in 'e'- procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents, etc. in the: <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the pages of tender document statements and certificates uploaded by him, owning responsibility for their correctness/authenticity
3. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of the Demand Draft/Pay order of scheduled bank/Fixed Deposit Receipt of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi or may be submitted through ECS/RTGS/NEFT direct to receipt account of Registrar DTU as detail given below: -

4.

Bank details for submission of EMD through RTGS/NEFT: -	
DTU EMD Account No.	30875679275 (Registrar, DTU)
Name of Bank	State Bank of India
Bank Address	DCE Campus, Shahbad Daulatpur, Bawana Road, Delhi- 110042.
IFSC CODE	SBIN0010446
BRANCH CODE	10446
MICR CODE	110002438
SWIFT CODE	SBININBB544

This amount shall be refunded in case of rejection of the bid or alternatively adjusted/refunded. Photocopy of the DD/PO/FDR is to be scanned and uploaded along with the bid, and the original DD/PO/FDR or proof of ECS/RTGS/NEFT shall be sent to DTU up to Last Date and Time for receipt of tenders through e-procurement solution. Failure to furnish the original DD/PO/FDR against EMD within two days after the closure of e-tender will entail rejection of bid and blacklisting.

In RTGS/NEFT mode of payment, bidders must mention their details in the format given below on their letter head mentioning complete address, Mobile no/ Telephone no./ E- mail ID etc. along with the proof of payment to Bank.

(a)

Details of bidders (Applicant)	
Account no.	<NIT No.><Name of Work><Closing date and time of tender ><Bidders Name>
Address	< Bidders Address & Contact no. etc.>

(b) Proof of payment deposited in State Bank of India.



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5. **Price Bid Opening**: The Price Bids will be opened online by the concerned officer/officers 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.
6. **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.
7. **Payment of Performance Guarantee**: The successful agency shall furnish a Bank Guarantee/FDR of the value 3% of the cost of tender for a period of sixty days beyond one year from a nationalized bank to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of deployment/installation/demonstration of equipment/manpower. In case the performance of the services is not found satisfactory, the amount of bank guarantee will be forfeited & credited in university account.
8. **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 at the place of opening of bids (electronically) as done in the conventional tender process. (ii). Bidders can visualize the process online.
9. **Participation Financial Rules for e-procurement**: The e-procurement system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs.

Chief Project Officer, DTU



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NOTICE INVITING TENDER

INSTRUCTIONS TO AGENCIES:-

1. GENERAL:-

The present tender is being invited to provide Computer Operator-02, Supervisor-03, Work Assistant-03, Attendant-01, Carpenter- 06, Plumber-08, Mason-08, Welder- 04, Painter- 20, Sewermen-03, Floor Rubbing-06, Beldar-26 for Maintenance Work for the purpose of DTU maintenance work in the whole office premise (DTU).

2. ELIGIBLE BIDDERS: -

2.1 All PSUs/Govt. agencies may apply only.

2.2 The prospective bidder should be registered with NIC so as to enable his/her bids through e-tendering.

3. QUALIFICATION OF THE BIDDERS: -

3.1. Bidder should be familiar for providing such kind of manpower based services.

3.2. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/ Consortium/Joint venture.

3.3. Bidder or members of a partnership joint venture or consortium shall submit a copy of PAN card No. under Income Tax Act.

3.4. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.5. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middle man or any in term diary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Delhi Technological University subsequently finds to the contrary, the University reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.



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5. COST OF BID:-

The bidder shall be at all costs associated with the preparation and submission of his bid and the University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO UNIVERSITY: -

The interested bidder shall visit the university campus (Bawana Road) and make acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the agency has undertaken a visit to the University and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS: -

7.1. Tender Documents.

7.1.1. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

7.1.2. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT: -

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of Chief Project Officer, Delhi Technological University, Bawana Road, Delhi.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the tender document, the same may be clarified in the pre bid meeting. The bidders may also seek clarification from the office of the Chief Project Officer, Delhi Technological University, Bawana Road, Delhi before pre-bid meeting. Any such clarification together with all details on which clarification had been sought will be discussed in pre-bid meeting and clarification will be uploaded on website/e-procurement.

7.2.3. Except for any such written clarification by the University, which is expressly stated to be an addendum to the tender document issued by the Chief Project Officer, DTU, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University under the contract.

8. PREPARATION OF BIDS: -

8.1. Language.

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.



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8.2 Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his/her bid online on e-procurement website.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

8.2.3 The contractor shall deposit Bid security (Earnest Money Deposit) for an amount of **Rs.6,34,000/-** (2% of Estimated Cost) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **“Registrar, Delhi Technological University”** or may be submitted through ECS/RTGS/NEFT direct to receipt account of Registrar DTU as detail given below:-

Bank details for submission of EMD through RTGS/NEFT: -	
DTU EMD Account No.	30875679275 (Registrar, DTU)
Name of Bank	State Bank of India
Bank Address	DCE Campus, Shahbad Daulatpur, Bawana Road, Delhi- 110042.
IFSC CODE	SBIN0010446
BRANCH CODE	10446
MICR CODE	110002438
SWIFT CODE	SBININBB544

The Bid security will remain valid for a period of Sixty days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.2.4. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide maintenance Services.

8.3. Bid Prices: -

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the **Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23).** This includes all the liabilities of the contractor such as cost of uniform (if any), and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, EPF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.



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8.3.2. The rates and prices quoted by the Bidder shall be inclusive of GST.

8.3.3. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, EPF contributions, Bonus, wages for leave reserve, service charges, dresses, tools and equipment and all kinds of GST/taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. Nothing shall be paid extra in any account.

8.3.4. Conditional bids/offers will be summarily rejected.

8.4. Form of Bid: -

The form of bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the bidder. If the bidder comprises a partnership firm, consortium or a joint venture, the form of bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the form of bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment: -

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for one (01) year and the University reserves the right to curtail or to extend the validity of contract on the same terms and conditions for such period as may be agreed to as decided by Hon'ble Vice Chancellor, DTU.

8.7. Bid Security (Earnest Money Deposit): -

8.7.1. The contractor shall deposit Bid security (Earnest Money Deposit) for an amount of **Rs.6,34,000/-** (2% of Estimated Cost) in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **“Registrar, Delhi Technological University”** or may be submitted through ECS/RTGS/NEFT direct to receipt account of Registrar DTU as detail given above bank details. The Bid security will remain valid for a period of Sixty days beyond the final bid validity period:-

8.7.2. Any Tender not accompanied by Bid security shall be rejected.

8.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.7.4. Bid security of the successful bidder shall be returned on receipt of Performance Guarantee in the DTU and after signing the contract agreement.

8.7.5. Bid security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance **“Annual repair & Maintenance of Residential Buildings, Non-**



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residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)” within the time frame specified by the Department.

8.8. Format and Signing of Bid:-

8.8.1. Tender will be accepted online through e-tendering platform but the agency shall have to submit a copy of all the documents in physical form in tender box. All the documents specified in the technical bid including photocopy of proof of Bid Security should be authenticated and scanned and are to be uploaded on the notified website.

8.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the University, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:-

9.1.1. The bidder shall submit Technical Bid and Financial bids through e-tendering and Technical bids in a separate sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

9.1.2. The Pre-Qualification Bid and Technical Bid should consist of the following documents: -

- a) Bid Security (Earnest Money Deposit) for an amount of 2% in the form of an Account Payee D.D., Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **Registrar, Delhi Technological University** or may be submitted through ECS/RTGS/NEFT direct to receipt account of Registrar DTU as detail given above bank details and receipt of ECS/RTGS/NEFT. In RTGS/NEFT mode of payment, bidders must mention their details in the format given above on their letter head mentioning complete address, Mobile no/ Telephone no./ E- mail ID etc. along with the proof of payment to Bank and submit online.
- b) Scanned copy of Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- c) Scanned copy of Self-attested copy of PAN No. card under Income Tax Act;
- d) Scanned copy of Self-attested copy of G.S.T.I.N Registration Number;
- e) Scanned copy of Self-attested copy of valid Registration No. of the Agency/Firm;
- f) Scanned copy of Self-attested copy of valid Provident Fund Registration Number;
- g) Scanned copy of Self-attested copy of valid ESI Registration Number;
- h) Scanned copy of Self-attested copy of valid License and Number under Contract Labour Act.
- i) Scanned copy of Copy of document as stated in clause 2.1

The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.



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9.2 Late and Delayed Tenders: -

9.2.1. Bids must be received in the University at the address specified above not later than the date and time stipulated in the NIT. The University may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.

9.2.2. Any bid received by the University after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation: -

10.1.1. The authorized representatives of the University will open the Pre- qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.

10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids: -

10.2.1. The **Delhi Technological University** (DTU), is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

10.2.2. The DTU may terminate the contract if it is found that the agency is blacklisted on previous occasions by the any of the University's/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

10.2.3. The D T U may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

11.1.. Award of Contract: -

11.1.1. The Delhi Technological University, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.1.1. Delhi Technological University, will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (Hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.2. The successful bidder will be required to execute an agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Letter of Offer.



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11.1.3. The successful bidder shall be required to furnish a Performance Guarantee (P.G.) for the work **“Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)”** within 15 days of receipt of ‘Letter of Offer’ for an amount of 3% of tendered amount in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank from a commercial bank in an acceptable form (Annexure-X) in favour of **“ Registrar, Delhi Technological University”**. The Performance Guarantee (P.G.) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance shall also be extended by the contractor accordingly.

11.1.4. The successful bidder should submit the SOP (Standard Operating Procedures) within two weeks of award of work.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security amount.



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INTEGRITY PACT

To,

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.....
.....

Sub: NIT No.....for the work **Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)**

Dear Sir,

It is here by declared that DTU is committed to follow the principle of transparency, equity and competitiveness in public department.

The subject Notice Inviting of 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 tender/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 DTU.

Yours faithfully

Chief Project Officer/DTU



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To,

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Sub: Submission of Tender for the work of **“Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)”**

Dear Sir,

I/We acknowledge that DTU 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 PWD. I/We acknowledge and accept the duration of the 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, DTU 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)



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To be signed by the bidder and same signatory competent /authorized to sign the relevant contract on behalf of DTU.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Delhi Technological University represented through Chief Project Officer,(Name of Division) DTU, (Hereinafter referred as the (Address of Division) 'DTU, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) "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 (NIT No-DTU/Engg.Cell/2022-23/Civil____) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Annual repair and maintenance of residential and hostel building in DTU Campus, Bawana road, Delhi. Sh: supply of labor for day to day maintenance.

(Name of work) hereinafter referred to as the "Contract". AND WHEREAS the DTU 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 contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the DTU

1) The DTU 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 DTU will, during the Tender process, treat all Bidder(s) with equity and reason. The DTU 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 DTU shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the DTU 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 DTU will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



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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 Bidder(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 DTU 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.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per performance enclosed) 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 others 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 DTU under law or the Contract or its established policies and laid down procedures, the DTU shall have the following rights in case of breach of 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 DTU 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



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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 DTU 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 DTU apart from exercising any legal rights 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 DTU 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 Indian Penal code (IPC)/Prevention of Corruption Act, or if the DTU has substantive suspicion in this regard, the DTU 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 years 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 DTU 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 Subcontractors/sub-vendors.

2) The DTU will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The DTU will disqualify Bidders, who do not submit, the duly signed Pact between the DTU and the bidder, alongwith 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, DTU.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters 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, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or 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/Contact documents with regard any of the provisions covered under this Integrity Pact. IN



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WITNESS WHEREOF 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 DTU)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:



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GENERAL INFORMATION AND INSTRUCTIONS

1. **General.** Following points may be noted:-

(a) Please read the tender documents carefully. In case of any conflict noticed amongst various items, instructions and terms and conditions, same be brought to the notice of the chief project officer (CPO) in writing up to 48 hours before the scheduled date of the opening of the submission of bids. In case no such conflict/ ambiguity has been brought to the notice of CPO then in case any such conflict/ ambiguity is noticed to be brought out at any later stage, the decision of the competent authority at DTU shall be final and binding on all bidders/ successful bidder, and no bidders will have any right whatsoever in this regard.

(b) Further the bidders may, in case of any doubts and queries, seek clarification during the pre-bid conference. In case no pre-bid conference has been scheduled/ proposed/ included as per the terms and conditions of the tender, then the bidders may seek clarification by personally submitting an application at least 48 hours before the last day and time of submission of bids. Although attempts will be made to answer the queries of the bidders, however, DTU does not take responsibility of ensuring answer to the satisfaction of the bidders, the bidders are expected to take action as per the documents/ corrigendum uploaded on the site.

2. **Cost and fees to be charged.** Following cost and fees will be charged:-

S.No.	Cost/fees charged for	Amount (Rs)
(a)	Fees for attending pre-bid conference. A pre-bid conference shall be held as given later to discuss various issues related to the tender and to clarify all the doubts.	Nil
(b)	Cost of tender and processing fee. Charge towards the cost of tenders and its processing.	Nil
(c)	Earnest money deposit	Rs.6,34,000/- (2% of Estimated Cost)
(d)	Performance guarantee	3% of quoted amount
(e)	Security deposit	2.5% of Gross amount

3. **Instruments and payments-** all payments shall be paid in the form of DD to be made in favour of **Registrar, Delhi Technological University**, and drawn on any scheduled bank in Delhi/New Delhi.

STAGES OF TENDER EVALUATION AND PROCEDURE

4. **Stage and evolution of tender.** There will be two stages of tender evaluation namely,

- (a) Stage-1: eligibility/ pre bid qualification/ technical evaluation
(b) Stage -2: commercial/ financial bid evaluation.

Note- The DTU reserves the right to permit/ not permit uploading of revised financial bid after technical evaluation. Therefore, all bidders are required to ensure that they seek all the clarifications well before opening of the tender box itself and understand the scope of work completely. DTU shall not be held responsible in any way on this account.

5. Stage-1:- Eligibility/pre bid qualification/ Technical bid evaluation- all the bidders are required to upload scanned copies of the following self-attested documents on the e- tendering website for eligibility/ pre-bid evaluation-

1. Bid Security (Earnest Money Deposit) for an amount of 02% in the form of an Account Payee D.D., Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Registrar, Delhi Technological University or may be submitted through ECS/RTGS/NEFT direct to receipt account of Registrar DTU as detail given above bank details and receipt of ECS/RTGS/NEFT. In



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RTGS/NEFT mode of payment, bidders must mention their details in the format given above on their letter head mentioning complete address, Mobile no/ Telephone no./ E- mail ID etc. along with the proof of payment to Bank and submit online.

2. Scanned copy of Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
3. Scanned copy of Self-attested copy of PAN No. card under Income Tax Act;
4. Scanned copy of Self-attested copy of G.S.T.I.N Registration Number;
5. Scanned copy of Self-attested copy of valid Registration No. of the Agency/Firm;
6. Scanned copy of Self-attested copy of valid Provident Fund Registration Number;
7. Scanned copy of Self-attested copy of valid ESI Registration Number;
8. Scanned copy of Self-attested copy of valid License and Number under Contract Labour Act.
9. Scanned copy of Copy of document as stated in clause 2.1
10. Scanned copy of Self-attested copy of ISO Certification.

(a) Scanned copy of an affidavit on Rs.100 stamp paper stating –

(i) The firm Name of the Firm/ contractor’ hereby declare that the firm has never been banned, barred, adversely commented by any client, that it has always abided by the labour laws and all the Govt. statues in the past, that it has neither been in litigation with anyone one In the past nor in litigation with anyone in the present as on date, and that in case anything adverse come to the notice of the University, the firm/ contractor will unequivocally accept the disciplinary action as may be considered appropriate by the competent authority at Delhi Technological University.

(ii) The firm also unequivocally agrees and accept that the Delhi Technological University reserves all the rights to amend, change, modify, add or delete any part or parts of this tender including, scope of works, schedules, instructions and conditions given in this tender in fulfillment of its objectives at any stage without assigning any reason whatsoever, and that the firm shall lay no claim against Delhi Technological University on this account.

(iii) The firm/ contractor commits to submitting all the original documents, EMD and other financial documents immediately if declared successful. **This may not have been submitted earlier.**

11. Stage 2 commercial/ finance bid evaluation- financial bid will be opened ONLY in respect of those bidders who qualify the first stage. However, it must be noticed that becoming L-1 may not be the sufficient and qualifying reason to become successful. **In case, rates quoted by a bidder appear to be unjustified/ unrealistic/ unbalanced and appear to have been quoted low only get to award, then the bidder will be asked to justify his rates and if he fails to do so then his bid will be rejected and appropriate disciplinary action initiated against him including blacklisting him from participating in any bidding in DTU.**

12. **Schedule of events. The tentative dates for various event shall be as under:-**

Event	Tentative date and/ or time
Uploading on the website	___.07.2022
Advertisement in newspaper	___.07.2022
Date and time of submission of bid (say- D Day)	03:00 pm of ___.07.2022 to ___.07.2022, both on e-portal.



SCOPE OF WORK

CIVIL MAINTENANCE WORK INCLUDING SEWAGE SANITATION AND MAINTENANCE OF DRAIN SYSTEM.

General information/Data.

- The salient details of the civil maintenance work including sewage sanitation and maintenance of drainage system is as under:-

1	A/R & M/O for civil maintenance supply of man power in Residential Area. (without material)	Annual	31894.44 Sq.m.
2	A/R & M/O for civil maintenance supply of man power in Hostel area. (without material)	Annual	54011.95 Sq.m.
3	A/R & M/O for civil maintenance supply of man power in Non-residential area. (without material)	Annual	1,55,696.69 Sq.m.

- General specifications of structure:** The common & general specifications for the building are mentioned below for guidance only.

Structure	Constructed partly framed and partly loads bearing structure
Masonry	Brick work in cement mortar.
External plaster	Cement plaster, stone grit plaster
External finishing	Finishing with colour wash/water proofing cement
Internal finishing	Acrylic distemper/ with wash
Door	Wooden, steel and PVC
Window	Wooden and steel
Flooring	Cement concrete and mosaic flooring
Boundary walls	Brick masonry wall -Height-1.20 mt. above G.L. -Railing-0.75 mt. consisting of M.S. angle iron frame with 12mm square bars. Finishing- stone-grit wash plaster.
Miscellaneous	(a) O.H. and loft tank of PVC, masonry and RCC (b) Flushing cistern of C.I. and PVC (c) White vitreous china Indian and European WC pans. (d) Fire clay kitchen sink and wash basin. (e) Water supply (I) G.I. lines 15mm dia to 50mm dia along with all required fittings. (II) C.I. lines 80mm dia to 300mm dia for external water supply. (f) Sewage-SCI pipes 80mm and 100mm dia with all requisite fittings up to gully traps and up to 1 st manhole.

- Zoning:** for the purpose of civil maintenance works, the university shall be divided in to three zones. The supervisor, deployment of manpower, procurement of material etc. shall be separated for all these three zones. The zones will be:-



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- (a) Residential buildings.
- (b) Non-residential buildings
- (c) Hostels building
- (d) In case any additional zone is added, deviations and extra item will be considered as appropriate.



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PROFORMA OF SCHEDULES (FOR MAJOR COMPONENT)

SCHEDULE 'A'

Schedule of quantities for Civil Works as per Page No.39

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at Which the material will be charged to the contractor	Place of issue
NIL				

SCHEDULE 'C'

Tools and plants to be hired by the contractor

S. No.	Description	Hire charges per day	Place of Issue
NIL			

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of Contract: General Conditions of Contract 2020 read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.

Name of work	Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)
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Estimated cost of work

1.	Estimated Cost	Rs.3,16,99,985/-
2.	Earnest Money	Rs.6,34,000/-
3.	Performance Guarantee :	3% of tendered and accepted value of the work.
4.	Security Deposit	2.5% of Gross Amount of bill.

SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

Officer inviting tender:- Chief Project Officer, DTU, Bawana Road Delhi,



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Definitions:

Engineer-in-Charge	The Chief Project Officer, DTU, Bawana Road, Delhi
Accepting Authority	Vice Chancellor, DTU, Bawana Road, Delhi.
Percentage on cost of materials and Labour cover all to overheads and profits	7%
Standard Schedule of Rates	Delhi Government Minimum Wages Act.
Department	Delhi Technological University.
Standard CPWD Contract Form GCC Maintenance Works 2020	CPWD Form-7 & GCC Maintenance Works 2020 read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.

Clause 1

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	07 (Seven) days
Maximum allowable extension beyond the period provided in (i) above	3 (Three) days with late fee @ 0.1% per day of the PG amount.

Clause 2

Authority for fixing compensation under clause 2	Vice Chancellor, DTU, Bawana Road, Delhi.
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Clause 2A

Whether Clause 2A shall be applicable	No
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (Ten) days or date of handing over of site whichever is later
-------------------------------------------------------------------------------------------	------------------------------------------------------------------

Clause-5

Time allowed for execution of work- 12 (Twelve) months

Authority to decide:

(i)	Extension of time :-	Vice Chancellor, DTU, Bawana Road, Delhi.
(ii)	Rescheduling of mile stones :-	Vice Chancellor, DTU, Bawana Road, Delhi.
(iii)	Shifting of date of start in case of delay in handing over of site:	Vice Chancellor, DTU, Bawana Road, Delhi.



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Clause 6, 6A

Clause applicable - (6 or 6A)	6A (computerized measurement book to be submitted by agency)
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Clause 7

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	Monthly basis
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Clause 7A

No running Account Bill shall be paid for the work till the applicable registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.	As Applicable
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Clause 10A

List of testing equipment to be provided by the contractor in the lab at each site of work as per [TABLE-1] of Annexure-I attached.

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable	Not Applicable
----------------------------------------------	----------------

Clause 10 C

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

Clause 10 CA: - Not-Applicable

Clause 10 CC

Schedule of component of other materials, Labour, POL etc. for price escalation:-

Component of civil materials (Except materials covered under clause 10CA)

Component of labour expressed as percent of total value of work.

Component of P.O.L. expressed as percent of total value of work.

} Not Applicable

Clause 11

Specifications to be followed for execution of work	CPWD Specifications 2019 volume- I & II read along with up to date correction slips/amendments issued up to the last date of submission of tender including extension, if any.
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Clause 12

Type of work

It is a maintenance work. Restriction of completion cost up to 1.25 times of tender cost shall be applicable.



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Clause 16

Competent Authority for deciding reduced rates.	Vice Chancellor, DTU, Bawana Road, Delhi.
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Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:- All plants, equipments and machinery required for smooth and efficient progress of work as per direction of Engineer-in-Charge.

Clause 25

Constitution of Dispute Redressal Committee: - This contract will be subject to Delhi High Court jurisdiction only.

Clause 36 (i)

S. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal technical / Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor I the event of not fulfilling provision of Clause 36(I)	
						Figures	Words
1	Graduate Engineer	Civil	Principal technical representative	5 Years	1	Rs. 25,000/- (Per month)	Rs. Twenty Five thousand per month

Assistant Engineer retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.



GENERAL CONDITION AND SPECIAL CONDITION OF CONTRACT

General

1. The special condition of contract as laid down in subsequent paragraphs are in addition to the general conditions of contract (GCC) CPWD 2020 or latest issue of CPWD with entire corrigendum issued taken in to account. To download the general contract condition 2020 (i.e. GCC-2020) following link may be followed: [www.cpwd.gov.in>download>GCC-2020](http://www.cpwd.gov.in/download/GCC-2020). However in case there is a conflict between the GCC and special conditions of contract. The conditions which are in the best interest of the University or the conditions given in special/ additional condition shall prevail. The decision of competent authority in DTU, dispute, shall be final and bidder/ successful bidder. Further although all care has been taken to adhere to all govt. statutes and directions in case by any chance, any of the special condition violates any of the govt. statutes, it will be the equal responsibility of the bidder to immediately bring the same to the notice of the authorities at Delhi Technological University.
2. The agency shall in no case lease/ transfer/ sublet the services at Delhi Technological University to any other agency without proper permission from the University in writing.
3. The agency will take appropriate action for getting proper license/ permission from the concerned Govt. authorities for its various operation wherever applicable within its scope.
4. In the event of failure and/ or neglecting to perform any duties assigned to the agency to the entire satisfaction of the University, the University shall have the right to have such duties and obligation performed and discharged by such other party/ parties, as the University may deem fit, and shall be entitled to recover from the firm all costs and expenses incurred towards getting such work done from other party/ parties.
5. No other person except the "Agency" staff shall be allowed to enter the premises and the agency will not entertain outsiders or extend any service to them within the University premises. Outside visitor(s), guest or unnecessary telephone shall not be permitted.
6. The agency shall be directly responsible for any/ all disputes arising between it (agency) and its employees and keep the university indemnified against all losses, damages and claim arising thereof.

Periods of contract

7. The period of **contract is 12 months** from the date of signing of the agreement and may be extended on mutually agreed terms and conditions subject to satisfactory performance. In order to evaluate the performance and services of the contracting agency, (the contractor will have probationary period of three months). The contract for the remaining month will be confirmed only if the services are found satisfactory during the probationary period. In case of termination for any reason whatsoever during the probation period, all dues as applicable and approved by the competent authority under law will be cleared expeditiously subject to govt. provision/ procedures and constraints within Delhi Technological University.
8. **Compliance of statutory obligations.** Following statutory obligation will be complied with-
 - (a) The contracting agency will be required to comply with all statutory obligations from time to time emanating from this contract, such as, (i) payment of wages as per minimum wages Act of Delhi



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Government in force from time to time; (ii) contributions towards employees provident fund; and (iii) contributions towards ESI.

- (b) In the event of violation of any contractual or statutory obligations by the contracting agency, the agency shall be fully and solely, responsible for the same. Further, in the event of any action, claim, damages, suit initiated against the university by any individual, agency or government authority due to act of the contracting agency, the agency shall be liable to make good/ compensate such claim for damages to the university. As a result of the act of the firm, if the University is required to pay any damages to reimburse to the university such amount along with other expenses incurred by the university or the university reserves the right to recover such amount from the payment(s) due to the agency while settling its bills or from the amount of security deposit of the firm lying with the university.
9. Wages to be paid to staff by the agency. following conditions shall apply with regard to wages to be paid:-
- (a) The contracting agency shall make payment of wages to the staff engaged by in DTU campus as per minimum wages Act of Delhi Govt. in force from time to time. As and when these wages are revised by the Govt. of GNCTD, the contracting agency shall accordingly make payment of wages to their workers as per revised rates wherein claim of wages difference shall be reimbursement from the university accordingly. As and when these wages are revised by the Govt. of GNCTD, agency shall make payment of wages to their staff/workers as per revised minimum rates of wages which shall be effective from date mentioned in the order of GNCTD (Labor department). Difference in amount of wages shall be reimbursed separately by the DTU. Agency shall submit the claim accordingly as shown in table on page-28.
- (b) The contracting agency will ensure payment of wages to the staff deployed by it at the University's campus by fifth day of every month positively, irrespective of the fact whether the payment of its bill submitted to the university has been released by the university or not by that date. If 5th day of a particular month happens to be holiday, the agency may be required to make payment of wages to its staff on a working day prior to the 5th day of such month.
- (c) It will entirely be the responsibility of the contracting agency to keep itself updated with the govt. regulations regarding ESI and PF benefits to the employees and abide by it. No payment shall be released without submission of relevant documents to the satisfaction of Delhi technological University regarding compliance of govt. regulations relating to labour license Labour license (valid for one year), ESI and EPF.
- (d) It will be the responsibility of the contracting agency to maintain all documents/ registers as mandatory under any of the Govt./statutory regulations and the agency shall be liable to produce all such records to the university if called for.
- (e) It will be the responsibility of the contracting agency to pay Bonus to the workers at the prescribed rate as Delhi Govt. Act. Quoted rate are inclusion of Bonus. Nothing shall be paid extra on this account by DTU.
- (f) The contracting agency shall provide the dress-02 set and shoes-02 set and sweater in winters along with logo. Quoted rates are inclusive of uniform charges. Nothing shall be paid extra of this account by the DTU. The agency shall pay latest minimum wages to workers along with the component as details mentioned below.



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S.No.	Description	Qty.	Basic Salary	EPF @ 13% on Rs.15000/-	ESI @ 3.25% upto 21,000/-	Bonus @ 8.33%	Dress, Shoes etc @ 2%	Service Charges @ 7% on D+E+F+G+H	GST @ 18% (D+E+F+G+H+I) @ 18%	Amount (Rs.) per month (D+E+F+G+H+I+J)
A	B	C	D	E	F	G	H	I	J	K
1	Computer Operator (Graduate)	2	21756.00	1800.00	0.00	1812.27	435.12	1806.24	4969.73	32579
2	Supervisor (Graduate)	3	21756.00	1800.00	0.00	1812.27	435.12	1806.24	4969.73	32579
3	Work Assistant (Matriculate)	3	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
4	Attendant (Matriculate)	1	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
5	Carpainter (Skilled)	6	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981



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6	Plumber (Skilled)	8	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
7	Mason (Skilled)	8	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
8	Welder (Skilled)	4	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
9	Painter (Skilled)	20	20019.00	1800.00	650.62	1667.58	400.38	1717.63	4725.94	30981
10	Sewerman (Semi-Skilled)	3	18187.00	1800.00	591.08	1514.98	363.74	1571.98	4325.18	28354
11	Floor Rubbing (Semi-Skilled)	6	18187.00	1800.00	591.08	1514.98	363.74	1571.98	4325.18	28354
12	Beldar (Unskilled)	26	16506.00	1800.00	536.45	1374.95	330.12	1438.33	3957.45	25943



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10. Penalty for poor or insufficient services. The contracting agency would be expected to maintain high standards of services. Any series lapse noticed shall be liable to penalty as laid down in these documents. On recurrence of such lapses, the university may impose a penalty or take appropriate action as may be decided by the competent authority. Separate service-wise penalties have been described in respect of each services covered under the present tender scheme. However, following general penalties shall apply to all the services and these will be in addition to the penalties laid down for each of the services. the competent authority at Delhi Technological University shall be the final authority to impose or waive off any of these penalties as laid down:-
- (a) In the case of unplanned absence of any person deployed for the purpose of this contract, if no suitable replacement is provided within 5 working hours then a deduction will be made from the payment of INR- 500/- per incident of default.
- (b) In case any tool equipment (not including material/ consumable) that has been specified in list is not provided at time of commencement at the site or at any time is not found at site without a valid reason, deduction of 2000/- shall be made from the margin payable.
- (c) In case of non-compliance of statutory obligation with regards to the EPF & ESIC payable to the manpower, the exact specified sum shall be recovered from the margin of the agency.
- (d) In event of any structural damage/injury caused due to proven negligence of staff, work man, labour deployed will be debited from the margin of the agency.
- (e) non-attendance or non-rectification of faults coming under the scope of work of this contract within the on duty (official operating hours) time lines agreed shall result in penalty as decided by Engineer-In-Charge shall be made from the margin payable to the agency.
- (f) A penalty as decided by competent authority of DTU as per default from the margin payable in the following cases:-
- In case manpower is not in proper uniform & shoes.
 - If any other person is found on duty other than those mentioned in the approved list.
 - In case any of the agency's employees are found without respective agency's authorized I-cards.
 - Any agency employees chewing/smoking tobacco or found drunk/ drinking while on duty.
 - If the agency fails to pay the salary to workers on time i.e. by 5th of every month.
 - If agency fails to pay ESIC/EPF contribution to workers.
 - Contractor should deployed one Engineer at DTU for supervision the work of workers failing which penalty shall be imposed as per decided by Engineer-in-Charge.
- (g) Agency should deployed their one representative/supervisor in DTU for managing the manpower and works executed by the deployed workers.

Documents and Formats

11. The contracting agency shall be required to develop, except where already laid down, all the documents and formats as may be necessitated by Govt. regulations or as may be necessitated as per the scope of work. This must be done within the first fortnight of signing of the agreement and the release of the first payment shall be subject to satisfactory completion of the same.



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Security and discipline

12. For reasons of security and discipline, the firm shall ensure the following:-

- (a) the firm shall submit the name of supervisor and other members of employed by him in the following format before commencement of the AMC/ work

S.No.	Name	DOB & Age	Qualification	Address	Photo	Identity proof submitted
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- (b) The firm shall submit police verification of all his men before commencement of the AMC/work.
- (c) Addition, replacement or change of any member shall be intimated along with the information at (a) above which shall be accepted only after submission of police verification.
- (d) Dress—the bidder shall lay down a strict dress code and an appropriate mane plate for identification card for each of his staff.

Termination of the contact

13. The period of contact is 12 months (extendable subject to satisfactory completion), however, contract can be terminated by either party, i.e. Delhi Technological University or contracting agency, by giving three months notice, extendable by mutual agreement till alternate arrangements are made. However, Delhi technological University reserves the right to terminate the contract without giving any notice in case the firm commits breach of any of the terms of the contract. Delhi Technological University's decision in such a situation shall be final and binding on the firm.
14. If the successful bidder withdraws or the services provided by the successful firm are not found satisfactory within the probationary period of three months from the date of commencement of the contact, Delhi Technological University reserve the right to terminate the contract without giving any warning notice and initiate appropriate procedures for carrying out the work as appropriate at the risk and cost of the concerned firm even if the risk and cost value is higher than the value of award to the firm and also forfeit the complete security deposit.

Terms of payment

15. Monthly payments will be made on submission of bills in this regard with proofs of deposit of contribution of workers as regards EPF & ESI and Labour license (valid for one year). Payment will be released only after inspection and completion of all documents and signature as per laid down frequency.

Jurisdiction

16. Any dispute arising out of this tender shall be under the jurisdiction of courts in Delhi only.



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ANNEXURE-I

**FORM OF PERFORMANCE SECURITY/
BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called “the Government”) having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ {hereinafter called “the said contractor(s)”} for the work _____

(hereinafter called “the said agreement”) having agreed to production of an 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 conditions in the said agreement,
We _____
(indicate the name of the Bank)
(Hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. _____/- (Rupees _____ only) on demand by the Government.
2. We _____ do hereby undertake to
(indicate the name of the Bank)
pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government 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 to the Government 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.
4. 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.
We _____ further agree that the guarantee
(Indicate the name of the Bank)
herein contained shall 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 Government 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 Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We _____ further agree with the Government that
(Indicate the name of the Bank)



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the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations 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 Government 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 Government or any indulgence by the Government 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 shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ lastly undertake not to
(Indicate the name of bank)
Revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. 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)



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ANNEUXURE-II

AFFIDAVIT

I/ we have submitted a bank guarantee for the work : (Name of work)
Agreement No dated
From (Name of bank with full address)
to the Chief Project Officer (Name of division)
With a view to seek exemption from payment of security deposit / performance guarantee / guarantee money for expansion joint/ Electrometric bearing/ bitumen mastic work in cash. This bank guarantee expires on.....
I /we undertaken to keep the validity of the bank guarantee intact by getting it extended from time to time at my/ our own initiative upto a period Months after the recorded date of completion of the work or as directed by the Engineer-in-Charge.
I/we also indemnify the government against any losses arising out of..... non encashment of the bank guarantee if any

Deponent

Signature of contractor

The affidavit is to be given by the executants before a first class Magistrate.



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ANNEXURE –III

MODEL FORM OF BANK GUARANTEE FOR EARNEST MONEY

WHEREAS, _____ (hereinafter called “the bidder”) has submitted _____ his bid dated _____ for the _____ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We, _____ (hereinafter called “the Bank”) are bound unto Chief Project Officer Edu. (M) PWD North West Delhi (hereinafter called “the Employer”) in the sum of Rs. _____ for which payment will and truly to be made to the said Employer the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____, 20__

THE CONDITIONS of this obligations are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the Tender; or
 - (2) If the Bidder does not accept the correction of arithmetical errors of his Bid Prices; or
 - (3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Tender Conditions, if required; or
 - (b) Fails or refuses to furnish the Security Deposit, in accordance with the Tender Conditions,
- We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date for 5 months or more after the deadline for submission of bids as such deadline is stated in the Tender documents or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above dated.

NOT WITHSTANDING anything contained herein above:

1. Our liability under this Guarantee shall not exceed Rs. _____.
2. This Bank Guarantee shall be valid up to and including ____ day of _____, 20__
3. We shall be liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ____ day of _____, 20__.

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESSES _____

Name and address of the Witnesses _____



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Schedule of Quantity

Name of work: - Annual repair & Maintenance of Residential Buildings, Non-residential buildings and Hostel Buildings in DTU campuses. (Supply of manpower for day to day maintenance work during 2022-23)

Sr. No.	Description of Item	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Computer Operator: - (02 Nos. X 12 months) = 24 Nos.	24	per month	32,579.00	7,81,896.00
2	Supervisor: - (03 Nos. X 12 months) = 36 Nos.	36	per month	32,579.00	11,72,844.00
3	Work Assistant: - (03 Nos. X 12 months) = 36 Nos.	36	per month	30,981.00	11,15,316.00
4	Attendant: - (01 Nos. X 12 months) = 12 Nos.	12	per month	30,981.00	3,71,772.00
5	Carpenter: - (06 Nos. X 12 months) = 72Nos.	72	per month	30,981.00	22,30,632.00
6	Plumber: - (08 Nos. X 12 months) = 96 Nos.	96	per month	30,981.00	29,74,176.00
7	Mason: - (08 Nos. X 12 months) = 96 Nos.	96	per month	30,981.00	29,74,176.00
8	Welder: - (04 Nos. X 12 months) = 48 Nos.	48	per month	30,981.00	14,87,088.00
9	Painter: - (20 Nos. X 12 months) = 240 Nos.	240	per month	30,981.00	74,35,440.00
10	Sewer men: - (03 Nos. X 12 months) = 36 Nos.	36	per month	28,354.00	10,20,744.00
11	Floor Rubbing/grinding beldar : - (06 Nos. X 12 months) = 72 Nos.	72	per month	28,354.00	20,41,488.00
12	Beldar: - (26 Nos. X 12 months) = 312 Nos.	312	per month	25,943.00	80,94,216.00
				TOTAL	3,16,99,985.00

(Rupees Three Crore Sixteen Lakh Ninety Nine Thousand Nine Hundred and Eighty Five Only)

Condition:-

1. The work shall be carried out as per direction of the Engineer-in-charge.
2. Payment shall be made by the 5th day of each Month.
3. Payment of Wages to every worker shall be paid to him direct by contractor through Bank cheque or ECS, RTGS or online transfer to his bank account.
4. Monthly payment should be deposit in the worker EPF/ESI account and bonus shall be paid to workers employed as per govt. direction.
5. The work shall be carried out as per direction of the Engineer-in-charge.
6. Minimum wages as per Delhi Government notification must be paid to workers.