

**DELHI TECHNOLOGICAL UNIVERSITY**  
**(Formerly Delhi College of Engineering)**  
**SHAHBAD DAULATPUR: BAWANA ROAD: DELHI – 110 042**

**NOTICE INVITING TENDER FOR PROVIDING SKILLED WORKMEN**

E-tenders are invited under one-bid system from Government agencies/PSUs to provide with the suitable, qualified and uniformed trained workmen for the **Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042**, for a period of twelve months on outsourcing basis through **e-tendering**.

The prospective agency should be registered with NIC so as to enable agency to submit the bids through **e-tendering**.

Last date for submission/receipt/ Uploading of tender(s) is **12.11.2015 at 14.30 Hrs.** and will be opened/ down loaded by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day at **15.00 Hrs.** in the Office of DELHI TECHNOLOGICAL UNIVERSITY, DELHI. In case of any holiday on the day of opening, the tenders will be opened/ down loaded on the next working day at the same time but the last date and closing time shall remain same, as scheduled above.

**Designation of the Authorized Officer:** Assistant Registrar (Gen. Admn.)

**Name and Address of the Department:** Delhi Technological University  
Shahbad Daulatpur, Bawana Road,  
Delhi-110 042.

## **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 desirous of participating in 'e'- tendering shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at : <https://govtprocurement.delhi.gov.in>. The agency should upload the scanned copies of all the relevant certificates, documents etc. in the: <https://govtprocurement.delhi.gov.in>. in support of price bid. The bidder shall sign on all the pages of tender document ,statements and certificates uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the AR (Gen. Admn.), DTU along with original EMD. However documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.

**3. 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: <https://govtprocurement.delhi.gov.in>. which can be seen by all the bidders who participated in the tendering process.

**4. 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.

**5. Payment of Performance Guarantee:** The successful tenderer shall furnish performance Guarantee in the form of a bank guarantee/FDR of the value starting from 05% of the cost of the item for a period of sixty days beyond one year from a nationalized bank to ensure the satisfactory performance of item/ manpower supplied/ services provided. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. Before issue of an appropriate order to commence work/ providing servicing manpower .In case the performance of the item is not found satisfactory, the amount of bank guarantee will be forfeited & credited in university account.

**6. 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.

**7. 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.

**ASSTT. REGISTRAR (GEN. ADMN.)  
DELHI TECHNOLOGICAL UNIVERSITY,  
SHAHBAD DAULATPUR,  
BAWANAROAD, DELHI – 110 042**

# NIT FOR OUTSOURCING SERVICES OF SKILLED WORKMEN

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL:-

- 1.1 The present tender is being invited for Trained Skilled Workmen under which the contractor shall provide qualified uniformed trained personnel and will use its best endeavours to provide the workmen whose services shall be used as Skilled Workmen as specified in the SCOPE OF WORK, in **Delhi Technological University**, Delhi.

### 2. ELIGIBLE BIDDERS:-

- 2.1 All Government agencies/PSUs may apply.
- 2.2 The prospective bidder should be registered with NIC so as to enable him to submit his bids through **e-tendering**.

### 3. BID PRICES:-

- 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 Skilled workmen in Delhi Technological University, Delhi. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor. 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 are to be uploaded as Annexure/documents to price bid..
- 3.2 Conditional bids/offers will be summarily rejected.

### 4 Currencies of Bid and Payment:-

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

### 5. Duration of Contract:-

The contract will be valid for twelve months (initially for one year) and the DTU reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, which will not be more than one year extension.

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

- 6.1 Delhi Technological University, Delhi 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.
- 6.2 Delhi Technological University, Delhi, may terminate the contract if it is found that

the agency is black listed on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc or have failed to comply with the statutory requirement in old or ongoing contracts within specified period as required in NITs.

6.3. Delhi Technological University, Delhi, 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.

## **7 Award of Contract:-**

7.1 The Delhi Technological University, will award the contract to the successfully 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.

7.2 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.

7.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-V within a period of 07 days from the date of issue of Letter of Offer.

7.4 The successful bidder shall be required to furnish a Performance Guarantee for Skilled workmen within 15 days of receipt of 'Letter of Offer' for an amount of Rs.6,25,590/- 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 (Annexure-VI) in favour of "**Registrar, Delhi Technological University**". The Performance guarantee for Skilled workmen 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 Guarantee for Skilled workmen shall also be extended by the contractor accordingly.

7.5. The successful bidder should submit the SOP (Standard Operating Procedures) within two weeks of award of work without which, a penalty of Rs.2000/- each day will be imposed.

7.6. The successful bidder will submit the Universal Account No. of ESI/EPF subscription within one month from the award of the work. Quarterly system generated statements of EPF subscription are required to be submitted latest by 10<sup>th</sup> of every quarter. Non compliance of the same will attract the penalty of Rs.2000/- per day from the 10<sup>th</sup> day of every month.

7.7 The successful bidder will arrange its own bio-matric mechanism to record the attendance which will be required to submit along with the bills submitted on monthly basis. By 10<sup>th</sup> of every month, the disbursement of remuneration should be done through ECS. Any delay to get the payments from DTU due to any reason will not be the excuse for not releasing the remuneration to deployed staff. The same will attract penalty of Rs.2000/- per day from the 10<sup>th</sup> day of every month.

7.8 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid as well as performance guarantee for providing Skilled workmen.

**Designation of the Authorized Officer: A R (Gen. Admn.)**

**Name and Address of the Department: Delhi Technological University  
Shahbad Daulatpur, Bawana Road,  
Delhi-110042.**

## TERMS AND CONDITIONS OF CONTRACT

1. The Skilled workmen engaged have minimum qualification of Graduation or its equivalent degree and Data Entry Speed of at least 8000 key depressions per hour + Certificate / Diploma in computer applications.
2. All the Staff will be deployed by the Agency after his/her verification is completed and only after proper screening at the University level, conveyed in writing to the agency by the University.
3. The deployed staff by the agency will not join any union/ association and shall have absolutely no claim for employment at the University or any other claim on the DTU.
4. Under the terms of their employment agreement with the Contractor the deployed staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor, failing which appropriate penalty shall be imposed without giving any notice.
5. Full control of the deployed staff provided by the agency will rest directly with the agency. The University will nominate officer(s) by name(s) to oversee the duties of the staff who will deal with the agency and issue necessary orders. The administrative control of the force like pay and allowances, leave, uniform, transfer, appointments, testimonials and replacement, discipline, loyalty and conduct etc. of the personnel will rest with the agency,. All personnel will be the staff of the agency and in no case, any onus in any form or claim of any type for employment or regularisation etc. will rest on or be preferable on the University. The agency will be solely responsible to protect the University against any such claim.
6. The contractor shall indemnify and hold the DTU harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
7. In case the skilled workmen service arrangements are found unsatisfactory, in its absolute discretion, the University will have every right to terminate the contract with one month's notice, before the maturity period of the contract, without assigning any reason thereof. An appropriate penalty may be imposed on the agency by the University authorities for unsatisfactory work or for any breach of the contract.
8. Subletting of the contract or any part thereof will lead to summary cancellation of the contract, and will make the agency liable to punitive action by the University including forfeiture of the Skilled workmen deposit.
9. The staff provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF and other as per Workmen's Compensation Act. The list of staff as per format given below, going to be deployed shall be made available to the DTU and if any change is required on part of the DTU, fresh list of staff shall be made available by the agency after each and every change. Prior consent of University authority will have to be taken before changing a particular staff.

Name	Father's Name	Age	Address	Past Experience, if any	Qualification	Nearest Police Station	Universal A/c No.	Remarks

10. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Skilled workmen personnel engaged by him/her for works. It will be the responsibility of the contractor to provide details of manpower deployed by him/her, in the Department and to the Labour department.
11. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code number allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to

be submitted to the Department. In any eventuality, if the contractor fails to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

12. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the DTU and DTU shall ensure that the contractor complies with the provisions.

13. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the DTU. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the Department, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

14. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

15. Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

16. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the DTU

17. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the DTU and shall not knowingly lend to any person or company any of the effects of the DTU under its control.

18. The staff shall not accept any gratitude or reward in any shape.

19. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the contractor up to the value of the loss will be charged/ deducted from the bill/ amount of awardee contractor. The decision of the Head of the Department will be final and binding on the agency.

20. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the DTU may issue from time to time and which have been mutually agreed upon between the two parties.

21. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the DTU.

22. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline. The DTU shall have the right to have any person removed in case of staff/ students complaints or as decided by representative of the DTU if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

23. The successful bidder will arrange its own bio-matric mechanism to record the attendance which will be required to be submitted along with the bills submitted on monthly basis. By 10th of every month, the disbursement of remuneration should be done through ECS. Any delay to get the payments from DTU due to any reason will not be the excuse for not releasing the remuneration to deployed staff. The same will attract penalty of Rs.2000/- per day from the 10th day of every month.

24. The payment would be made at the end of every month based on the actual duties performed by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the DTU and the contractor/his or her representative/personnel authorized by him/her. No other claim on whatever account shall be entertained by the DTU.

25. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of staff absent on that particular day shall be levied by the DTU and the same shall be deducted from the contractor's bills.

- a) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 25 shall be levied.
- b) In case any public complaint received is attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bills. Further, the concerned contractor's personnel shall be removed from the DTU system immediately.
- c) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, DTU reserves the right to impose the penalty as detailed below:-
  - i) 20% of cost of order/agreement per week, upto four weeks delays
  - ii) After four weeks delay, DTU reserves the right to cancel the contract and withhold the agreement and get this job be carried out preferably from other contractor(s) from open market. The difference, if any, will be recovered from the defaulter contractor and the contractor shall also be black listed for a period of 4 years from participating in such type of tender and his deposit may also be forfeited, if so warranted

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the DTU in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the DTU and shall not disclose to any information about the affairs of DTU. This clause does not apply to the information, which becomes public knowledge.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

28. The contractor shall deploy his personnel only after obtaining the DTU approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.

29. To avoid the monopoly in the activities of University of contractor, only **one work will be awarded to one contractor**. The awardee contractor will not be eligible to participate in any other tender in the University during the duration of existing work/service.

## 2. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable, after the event has come

to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

3. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
4. "NOTICE TO PROCEED" means the notice issued by the DTU to the contractor communicating the date on which the work/services under the contract are to be commenced.
5. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the DTU.
6. The contract period is for one year from the date of the commencement (as mentioned in Notice to Proceed).
7. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the DTU shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
8. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the DTU from the contractor.
9. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the DTU within seven days. The DTU shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Guarantee for Skilled workmen.
10. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
11. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
12. The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years.
13. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
14. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The DTU does not recognize any employee employer relationship with any of the workers of the contractor.
15. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
16. If any underpayment is discovered, the amount shall be duly paid to the agency by the DTU
17. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the DTU etc.



18. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee in every month. The payment will be released to the contractor only after depositing the proof of ESI, EPF to respective statutory bodies in respect of Manpower deployed at DTU Campus.

19. The cheque of service Tax amount will be made in the name of concerned department and responsibility to deposit the same will be awardee contractor.

20. The University will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

21. Penalty:

<b>Process</b>	<b>Requirement</b>	<b>Penalty</b>
1. Deploying Adequate number of personnel	The contractor will provide adequate number of personnel for meeting the service requirement of the department	Rs. 1000/- for every instance when the deployment is found to be deficient.
2. Skilled workmen to report in uniform	Approved uniform design with name badge.	Rs. 500/- for every member of Skilled workmen not found in prescribed uniform.
3. Misconduct/misbehavior/Indiscipline by the Skilled workmen	i) The workmen should be courteous to the staffs and disciplined ii) They should not smoke and spit on the walls/floors etc.	Rs. 500/- for every instance.
4. Copy of individual ESI card issued to each workmen	The contractor will provide a copy of individual ESI card issued to each workman within 30 days from the award of contract.	Rs. 2000/- per day in respect of non submission of individual ESI card.
5. EPF Pass book or Statement of individual EPF deposits	The contractor will provide individual Pass book or statement of individual EPF deposits	Rs. 2000/- per day in respect of non submission of individual Pass Book/ Statement
6. Payment to Workmen	The contractor will pay monthly wages to their workmen on or before 7 <sup>th</sup> of every month by ECS only.	Rs. 2000/- per day for payment of wages to the workmen after 7 <sup>th</sup> of every month.

#### **OBLIGATION OF THE CONTRACTOR:**

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

### **3. Dispute Resolution**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only

### **4. JURISDICTION OF COURT**

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**DELHI TECHNOLOGICAL UNIVERSITY  
(Formerly Delhi College of Engineering)  
SHAHBAD DAULATPUR: BAWANA ROAD: DELHI – 110 042**

**SCOPE OF WORK OF THE CONTRACTOR**

The contractor shall provide the Skilled Workmen in Delhi Technological University, Delhi.

**DUTIES AND RESPONSIBILITY OF SKILLED WORKMEN:**

1. To properly arrange the dak & diary kept in office
2. To do the work relating to Data entry and other office work as assigned by officer In-charge.
3. To do the work pertains to ministerial staff, diary & dispatch work, assisting the other ministerial staff and other duty assigned by OIC.
4. The person should be qualified in performing such services as per eligibility criteria.

(The concerned Department may also include the items, if any other than prescribed above, in the Duty chart as per their requirement)

**DETAILS OF MANPOWER REQUIRED**

<b>Sl. No.</b>	<b>Details</b>	<b>Required in numbers</b>
1.	Skilled workmen	35
	<b>Total</b>	<b>35</b>

(ON A STAMP PAPER OF Rs.100/-)

**UNDERTAKING**

To

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

(Designation and Name of the concerned Department)

Name of the firm/Agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained manpower as per requirement
5. I/We do hereby undertake that neat and clean of skilled works of Delhi Technological University, Delhi shall be ensured by our Agency, as well as any other point considered by our Agency. Our Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)  
Name and Address of the Bidder.  
Telephone No.

**FORM OF BANK GUARANTEE FOR BID SECURITY**  
(Refer Clause 8.7.1 of the NIT)  
(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we \_\_\_\_\_  
(Name and address of Bank), having our registered office at \_\_\_\_\_  
(hereinafter called "the Bank") are bound unto \_\_\_\_\_  
(Name of the Department) (hereinafter called "the Department") in 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.

WHEREAS \_\_\_\_\_ (Name of Bidder) (hereinafter called "the  
Bidder") has submitted his bid dated \_\_\_\_\_ for \_\_\_\_\_ providing  
Attendant (hereinafter called "the Bid"). \_\_\_\_\_ Laboratory/Hostel/Library

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of  
Rs. \_\_\_\_\_ (Amount in figures and words) as Bid Security against the  
Bidder's offer as aforesaid.

AND WHEREAS \_\_\_\_\_ (Name of Bank) have at the  
request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That Delhi Technological University, Delhi may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
  - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
  - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or

- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para \_\_\_\_\_ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the Department upto 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 (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official \_\_\_\_\_

Designation \_\_\_\_\_

ID No. \_\_\_\_\_

(Stamp/Seal of Bank)

Name of Witness

Address of Witness

(Name of the Department)

FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)

Between the Board of Management Delhi Technological University through the **Registrar, Delhi Technological University** hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and

address of the contractor) through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Skilled workmen to Delhi Technological University, Delhi.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting Tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any;
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Skilled services w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender documents.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. \_\_\_\_\_ (\_\_\_\_\_ Rupees in words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.



IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor  
Signature of the authorized official

For and on behalf of the Board of  
Management, DTU  
Signature of the authorized Officer

Name of the official  
Stamp/Seal of the Contractor

Name of the Officer  
Stamp/Seal of the Employer

By the said  
\_\_\_\_\_ Name

By the said  
\_\_\_\_\_ Name

on behalf of the Contractor in  
the presence of:

on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Refer Clause 11.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the  
one part and \_\_\_\_\_ (Name of the Department) (hereinafter called  
the "Department") of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the  
contract \_\_\_\_\_ Skilled services contract for Rs. \_\_\_\_\_ (Rupees  
in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name  
of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the  
Department a Performance Security for a total amount of Rs. \_\_\_\_\_  
(Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being  
fully authorized to sign and to incur obligations for and on behalf of and in the name of  
\_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will  
guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in  
figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the  
Bank is engaged to pay the Department, any amount up to and inclusive of the  
aforementioned full amount upon written order from the Department to indemnify the  
Department for any liability of damage resulting from any defects or shortcomings of the  
Contractor or the debts he may have incurred to any parties involved in the Works under  
the Contract mentioned above, whether these defects or shortcomings or debts are actual  
or estimated or expected. The Bank will deliver the money required by the Department  
immediately on demand without delay without reference to the Contractor and without the  
necessity of a previous notice or of judicial or administrative procedures and without it  
being necessary to prove to the Bank the liability or damages resulting from any defects or  
shortcomings or debts of the Contractor.

The Bank shall pay to the Department any money so demanded notwithstanding any  
dispute/disputes raised by the Contractor in any suit or proceedings pending before any  
Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall  
be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing.  
(The initial period for which this Guarantee will be valid must be for at least six months longer  
than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees  
to grant a time of extension to the contractor or if the contractor fails to complete  
the works within the time of completion as stated in the contract, or fails to discharge himself  
of the liability or damages or debts as stated under para-5 above, it is understood that the  
Bank will extend this Guarantee under the same conditions for the required time  
on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of  
the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named  
\_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## PRICE BID FOR SKILLED WORKMEN SERVICES

No.	Designation of Employee	Minimum wages per person per month	ESI	EPF + EDLI	Bonus	Service Tax	Service Charge	Total

1. The Contractor shall use its best endeavour to provide Skilled workmen services to the DTU for providing its best output. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is initially for one year and extendable for further one year on satisfactory performance of the contractor.
4. The number of manpower required is indicative and the actual quantity may vary.
5. The bidders may quote the rates in Indian Rupees.
6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.