



GOVERNMENT OF NCT OF DELHI  
**DELHI TECHNOLOGICAL UNIVERSITY**

*(Engineering Cell)*  
Bawana Road, Delhi 110042  
[www.dtu.ac.in](http://www.dtu.ac.in)

# **TENDER DOCUMENT**

NOTICE INVITING TENDERS FOR

**“PROVIDING HORTICULTURE SERVICES IN  
DTU CAMPUS (DURING 2019-20)”**



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**NOTICE INVITING TENDER**

Online e-Tenders are inviting under Two-Bid system (percentage rate) from Govt. agencies/PSUs only for “**Providing Horticulture services in DTU Campus dg 2019-20**” for a period of one (01) year on contract basis/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 Executive Engineer, Engineering Cell.

Tender document is also available for viewing on the website of Delhi Technological University, Delhi at [www.dtu.ac.in](http://www.dtu.ac.in).

Estimated Cost of Tender: **Estimated Cost: Rs. 1,66,35,437/- (Rupees One Crore Sixty Six Lakh Thirty Five Thousand Four Hundred and Thirty Seven Only) for one years.**

**Bid Schedule**

<b>Date of start and downloading tender</b>	06.11.2019
<b>Earnest Money Deposit (EMD)</b>	Rs.3,32,709/- (Rupees Three Lakh Thirty Two Thousand Seven Hundred and Nine Only)
<b>Last date submission of tender (online)</b>	22.11.2019 at 3.00 A.M.
<b>Date and Time of opening Bid</b>	22.11.2019 at 3.30 P.M.
<b>Designation of the Authorized Officer and Address for Communication:</b>	Executive Engineer, Delhi Technological University Shahbad Daulatpur, Bawana Road, New Delhi – 110042.

**Executive Engineer  
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 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, ShahbadDaulatpur, 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 proof of ECS/RTGS/NEFT shall be sent to DTU up to Last Date and Time for receipt of tenders through e-procurement solution.

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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4. **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.
5. **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.
6. **Payment of Performance Guarantee:** The successful agency shall furnish a bank guarantee/FDR of the value 5% 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.
7. **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.
8. **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.

**Executive Engineer, DTU**



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**NOTICE INVITING TENDER**

**INSTRUCTIONS TO AGENCIES:-**

**1. GENERAL:-**

The present tender is being invited to provide 03 Supervisor, 40 Mali, 10 Helper (Unskilled) for the purpose of Horticulture Maintenance Work at DTU Campus.

**2. ELIGIBLE BIDDERS: -**

2.1 Only Government agencies/PSUs may apply.

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. Canvassing or offer of an advantage or any other in document 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.

**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



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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 Executive Engineer, 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 same may be clarified from EE Office. The bidders may also seek clarification from the office of the Executive Engineer, Delhi Technological University, Bawana Road, Delhi not later than two weeks after the publication of the tender. Any such clarification together with all details on which clarification had been sought will be communicated to all bidders without disclosing the identity of the bidder seeking clarification.

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 Executive Engineer, 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 bid and all accompanying documents 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.

**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 in online.

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.



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8.2.3 The contractor shall deposit Bid security (Earnest Money Deposit) for an amount of **Rs.3,32,709/- (Rupees Three Lakh Thirty Two Thousand Seven Hundred and Nine Only)** through ECS/RTGS/NEFT direct to receipt account of Registrar DTU. 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 **Providing Horticulture services in DTU Campus dg 2019-20**) at Delhi Technological University. 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.

**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, service charges, all kinds of taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

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 decided by competent authority.

**8.7. BID SECURITY (Earnest Money Deposit):-**

8.7.1. The contractor shall deposit Bid security (Earnest Money Deposit) for an amount of **Rs.3,32,709/- (Rupees Three Lakh Thirty Two Thousand Seven Hundred and Nine Only)** through



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RTGS/NEFT/ECS direct to the receipt account of Registrar. 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 **Providing Horticulture services in DTU Campus dg 2019-20** 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. 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 or through online mode only. Hard copies of all related documents shall only submit by lower bidder i.e. L-1 only.

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

- a) Bid Security (Earnest Money Deposit) for an amount of 2% of estimated cost through RTGS/NEFT/ECS mode only direct in receipt account of Registrar.
- b) 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) Self-attested copy of PAN No. card under Income Tax Act;
- d) Self-attested copy of G.S.T./Service Tax Registration Number;





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- e) Self-attested copy of valid Registration No. of the Agency/Firm;
- f) Self-attested copy of valid Provident Fund Registration Number;
- g) Self-attested copy of valid ESI Registration Number;
- h) Self-attested copy of valid Labour License and Number under Contract Labour Act.
- i) Copy of document as stated in clause 2.1
- j) Scanned copy of Article of Association and Memorandum of Association.
- k) Self-attested copy of ISO Certification

9.1.3. The tender shall remain valid and open for acceptance for a period of 75 days from the last date of submission of tender.

**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 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 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 DTU 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. 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.

11.1.2. 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



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(here in after 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.

11.1.3. The successful bidder shall be required to furnish a Performance Guarantee within 15 days of receipt of ‘Letter of Offer’ for an amount of 5% 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 in favour of “ **Registrar, DelhiTechnological University**”. The Performance Guarantee 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 or the annulment of the award and forfeiture of Bid **Providing Horticulture services in DTU Campus dg 2019-20**).



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**INTEGRITY PACT**

To,  
.....  
.....  
.....

Sub: NIT No.....for the work **Providing Horticulture services in DTU Campus dg 2019-20).**

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

Executive Engineer



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To,

.....  
.....  
.....

Sub: Submission of Tender for the work **Providing Horticulture services in DTU Campus dg 2019-20)**

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) us 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 ACCEPTRANCE 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 is 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 this .....day of .....20.....

**BETWEEN**

Delhi Technological University represented through Executive Engineer, .....(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/002487/2019-20/civil) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Providing Horticulture services in DTU Campus dg 2019-20**

(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 ChiefVigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.



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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 transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**



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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 **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, 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



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covered under this Integrity Pact. IN 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:-

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) /EE 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/EE then in case any such conflict/ ambiguity is noticed to 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.

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

SN	Cost/fees charged for	Amount (Rs)
(a)	<b>Fees for attending pre-bid conference.</b> 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)	<b>Cost of tender and processing fee.</b> Charge towards the cost of tenders and its processing.	Nil
(c)	<b>Earnest money deposit</b>	3,32,709/-
(d)	<b>Performance guarantee</b>	5% of quoted amount
(e)	<b>Security deposit</b>	2.5% of Gross amount

3. **Instruments and payments-** All payments shall be paid directly to receipt account of **Registrar, Delhi Technological University**, through RTGS/NEFT/ECS 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: Technical evaluation
- (b) Stage -2: 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 : Technical bid evaluation- all the bidders are required to upload scanned copies of documents stated in clause-9.1.2.

6. 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..

(i) 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,



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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.

(ii) 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.

7. Stage 2 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 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.**



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**PROFORMA OF SCHEDULES**  
**(FOR MAJOR COMPONENT)**

SCHEDULE 'A'

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

SCHEDULE 'E'

Reference to General Conditions of Contract: General Conditions of Contract 2014 read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.

Name of work	Construction of Design Centre at main Campus of Delhi Technological University, Bawana Road. ( Composite work)
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Estimated cost of work

Estimated Cost	Rs. 1,66,35,437/-
Earnest Money	Rs. 3,32,709/-
Performance Guarantee :	5% of tendered and accepted value of the work.
Security Deposit	2.5% of Gross Amount of bill.

SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

Officer inviting tender:      Executive Engineer, DTU, Bawana Road Delhi,

Definitions:

Engineer-in-Charge	The Executive Engineer, 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	As applicable
Standard Schedule of Rates	1.CPWD DSR 2016 (Horticulture), read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any,
Department	Delhi Technological University.
Standard CPWD Contract Form GCC 2014	CPWD Form 7 & GCC 2014 read along with correction slips/amendments issued up to the last date of submission of tender including extension, if any.



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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.

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.	As Applicable
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Clause 7A



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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
--	---------------

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	Yes
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Clause 10 C

Component of labour expressed as percent of value of work	As Applicable
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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 2009 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.

Clause 16

Competent Authority for deciding reduced rates.	Vice Chancellor, DTU, Bawana Road, Delhi.
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**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 2014 or latest issue of CPWD with entire corrigendum issued taken in to account. To download the general contract condition 2014 (i.e. GCC-2014) following link may be followed: [www.cpwd.gov.in](http://www.cpwd.gov.in)>download>GCC-2014. 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 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



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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 will be required to make payment of wages to the staff provided by it at the university's 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. the contracting agency shall accordingly make payment of wages to their workers as per revised rates and claim reimbursement from the university accordingly.

(b) The contraction agency will ensure payment of wages to the staff deployed by it at the University's campus by seventh 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 seventh 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 seventh 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 ESI and EPF.

(d) It will be the responsibility of the contracting agency to maintain all documents/ registers as mandated 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.

**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 as per direction of Engineer In-Charge.

(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 as per direction of Engineer In-Charge shall be made from the margin payable.



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- (c) In case of non-compliance of statutory obligation with regards to the PF & 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 Engineer-In-Charge 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 employees are found without respective agency I-cards.
  - Any agency employees chewing/smoking tobacco or found drunk/ drinking while on duty.

**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.

**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 name 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





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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. Payment will be released only after inspection and completion of all documents and signature as per laid done frequency.

**Jurisdiction**

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



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**Schedule of Quantity**

**Name of work:- Providing horticulture services in DTU campus dg. 2019-20**

S. No.	Description of Item	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Providing Services of trained Supervisor to supervise the labour and horticulture on all days of the week excluding Sundays and holidays complete as per details of staff (Note: Measurement of one unit means providing services of one Supervisor in a day of 8 hour duty)	36.00	Annual	30,434.33	10,95,635.00
2	Providing Services of Mali (Semi-Skilled) to maintain the grasses, gardens, lawns and all horticulture works on all days of the week excluding Sundays and holidays complete as per details of staff (Note: Measurement of one unit means providing services of manpower in a day of 8 hour duty)	480.00	Annual	26,379.30	1,26,62,061.00
3	Providing Services of Helper (Un-Skilled) to help the Mali in maintaining the grasses, gardens, lawns and all horticulture works on all days of the week excluding Sundays and holidays complete as per details of staff (Note: Measurement of one unit means providing services of manpower in a day of 8 hour duty)	120.00	Annual	23,981.20	28,77,741.00
				<b>Grand Total</b>	<b>1,66,35,437.00</b>