



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

*(General Administration)*

Bawana Road, Delhi 110 042

Tel: +91-11-27294673 [www.dtu.ac.in](http://www.dtu.ac.in)

Email: [ga@dtu.ac.in](mailto:ga@dtu.ac.in)

# **TENDER DOCUMENT**

## **NOTICE INVITING TENDERS FOR PROVIDING SKILLED AND SEMI- SKILLED WORKMEN**



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**NOTICE INVITING TENDER FOR PROVIDING SKILLED AND SEMI-SKILLED WORKMEN**

Online e-Tenders are invited under Two-Bid system from Government agencies/PSUs to provide skilled and semi-skilled workmen for Delhi Technological University, Shahabad Daulatpur, Bawana Road, Delhi-110042 for a period of one (01) year on outsourcing basis and the work may be extended to the subsequent years based on performance. Further details of the Notice Inviting Tender along with their terms and conditions and other documents can be seen/downloaded at/from the website <https://govtprocurement.delhi.gov.in>.

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

Tender will be opened as per the schedule given below by the tender 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 Assistant Registrar (General Administration).

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 7,50,00,000 /- (Rupees Seven Crore Fifty Lacs only) for one year.**

**Bid Schedule: -**

<b>Date of start and downloading tender</b>	25 <sup>th</sup> Sep, 2019
<b>Earnest Money Deposit (EMD)</b>	Rs 15,00,000/- (Rupees Fifteen Lacs only)
<b>Pre-bid Meeting Date</b>	04 <sup>th</sup> Oct, 2019 at 2:30 PM
<b>Last date submission of tender (online)</b>	18 <sup>th</sup> Oct, 2019 at 3:00 PM
<b>Date and Time of Opening Bid</b>	18 <sup>th</sup> Oct, 2019 at 3.30 PM
<b>Designation of the Authorized Officer and Address for Communication:</b>	Deputy Registrar (General Administration) Delhi Technological University Shahabad Daulatpur, Bawana Road, New Delhi - 110042

**Deputy Registrar  
General Administration  
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 desirous 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 and copies thereof.
- 3. Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of the Bank Guarantee of scheduled bank/Fixed Deposit Receipt of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi. Photocopy of the FDR/Bank Guarantee is to be scanned and uploaded along with the bid, and the original FDR/Bank Guarantee shall be sent to Assistant Registrar (General Administration) Delhi Technological University up to Last Date and Time for receipt of tenders through e-procurement solution.
- 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: <https://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 tenderer shall furnish a bank guarantee/FDR of the value of 5% of the quoted value of the 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.



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8. **General 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.

**Deputy Registrar**  
**General Administration**  
**Delhi Technological University**



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**NOTICE INVITING TENDER FOR PROVIDING SKILLED AND SEMI-SKILLED WORKMEN**

**INSTRUCTIONS TO BIDDERS**

**1. GENERAL: -**

1.1 The present tender is being invited for Skilled and Semi-Skilled Workmen under which the agency shall provide manpower as specified in the SCOPE OF WORK, at Delhi Technological University, Delhi.

**2. ELIGIBLE BIDDERS: -**

2.1 Government agencies/PSUs only may apply.

**3. VISIT TO UNIVERSITY: -**

The interested bidder shall visit the University campuses at Bawana Road & Vivek Vihar and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the agency has undertaken a visit to the University and is aware of the operational conditions prior to the submission of the tender documents.

**4. TENDER DOCUMENTS: -**

**4.1 Contents of Tender Documents.**

4.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Skilled and Semi-Skilled Workmen. The Tender document comprises of:

- a) Notice Inviting Tender.
- b) Annexure – I – Scope of Work
- c) Annexure – II – Terms & Condition of Contract
- d) Annexure - III -- Tender form for providing Skilled & Semi- Skilled workmen
- e) Annexure – IV -- Price bid
- f) Annexure – V -- Undertaking
- g) Annexure – VI -- Form of Bank Guarantee for Bid Security
- h) Annexure-VII -- Form of Bank Guarantee for Performance Security
- i) Annexure-VIII -- Form of Agreement

4.1.2. 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.

4.1.3. The bidder shall not make or cause to be made any alteration, erasure or



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obliteration to the text of the Tender document.

## 5 PREPARATION OF BIDS:-

### 5.1 BID PRICES: -

Bidder shall only quote the **service charges as per the prescribed format of the price bid**. This includes all the liabilities of the agency such as cost of uniform and identity cards of personnel deployed by the agency and as detailed given in terms and conditions of the NIT. Wages include all other statutory liabilities (like minimum wages, ESI, PF contribution, all kinds of taxes etc.)

### 5.2 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.

### 5.3 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.

### 5.4 Duration of Contract: -

The contract shall be valid initially for one years and the University reserves the right to curtail or to extend the validity of contract on the same terms and conditions for such period as may be agreed to.

### 5.5 BID FOR SKILLED AND SEMI-SKILLED WORKMEN: -

5.5.1 Any tender not accompanied by Bid Security (except exemption as specified in GFR) shall be rejected.

5.5.2 Bid security of the successful bidder shall be returned on receipt of Performance Security by the University and after signing the agreement.

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

5.5.4 Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the University.



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## **5.6 Format and Signing of Bid: -**

5.6.1 Tender will be accepted online through e-tendering platform only and hence no physical form of acceptance/acknowledge of tenders would be allowed. 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.

**Only the Bid Security shall be deposited in the tender box.**

5.6.2 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.

5.6.3 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.





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## **6.1 Submission of Bids: -**

6.1.1 The bidder shall submit the Technical Bid & Financial bid online on the website <http://delhi.govtprocurement.gov.in>. **No physical form of acceptance/acknowledgement of tender would be allowed. All supporting documents shall be uploaded through online portal.**

6.1.2 The Technical Bid should consist of the following documents: -

- a) Bid Security (Earnest Money Deposit) for an amount of Rs. 15,00,000/- in the form of an Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of Registrar Delhi Technological University. The Price bid will be decided only on the basis of service charges.
- 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 card under Income Tax Act;
- d) Self-attested copy of GST Registration Number;
- 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 License and Number under Contract Labour Act.
- i) Document in support of clause 2.1;

6.1.3. The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

## **6.2 Late and Delayed Tenders: -**

6.2.1 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.

6.2.2 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.

## **7.1 Bid Opening and Evaluation: -**

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

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



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7.1.3 Conditional bids will also be summarily rejected.

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

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

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

7.2.1 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.

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

7.2.3 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.

**8.1 Award of Contract: -**

8.1.1 The DTU, 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.

8.1.2 The DTU will communicate the successful bidder by e-mail followed 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 University will pay to the agency in consideration of the execution of work/services by the agency as prescribed in the contract.

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

8.1.4 The successful bidder shall be required to furnish a Performance guarantee within 15 days of receipt of "Letter of Offer". The successful tenderer shall furnish a bank guarantee/FDR of the value of 5% of the quoted value of the tender for a period of sixty days beyond one year from a nationalized bank to ensure the satisfactory performance of item supplied. In case of the Agency is not found satisfactory, the amount of bank guarantee may be forfeited & credited in university account. In case the contract period is extended further, the validity of Performance guarantee shall also be extended by the agency accordingly.

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



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**ANNEXURE-I**

## **SCOPE OF WORK OF THE AGENCY**

The agency shall provide the Skilled and Semi-Skilled Workmen services at the Delhi Technological University (Main Campus, Shahbad Daulatpur, Bawana Road, Delhi and East Delhi Campus, Vivek Vihar, Delhi) as per the details of Manpower requirements.

### **DETAILS OF MANPOWER REQUIRED**

<b>S. No.</b>	<b>Details</b>	<b>Required in numbers (Approx. figures) #</b>
1.	Skilled Workmen (JOA)	40
2.	Semi-Skilled Workmen (Attendant/MTS)	200
3.	Workmen with consolidated remuneration (Nurses, Sports Coaches, JTA, Library Assistant, PA, etc.)	30

# can increase/decrease as per the requirement of the university.



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**ANNEXURE – II**

**TERMS AND CONDITIONS OF THE CONTRACT**

1. The Skilled and Semi-Skilled workmen engaged should have minimum qualification as prescribed by University.
2. All the Workmen will be deployed by the Agency after his/her verification is completed by the agency conveyed in writing to the agency by the University.
3. The deployed workmen 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 Agency the deployed workmen shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency, failing which appropriate penalty shall be imposed without giving any notice.
5. Full control of the deployed workmen provide by the agency will rest directly with the agency. The University will nominate officer(s) by name(s) to oversee the duties of the workmen who will deal with the agency and issue necessary orders. The administrative control of the workmen/manpower 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 personal will be the workmen of the agency and in no case, any onus in any form or claim of any type for employment or regularization 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 agency 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 agency.
7. In case the skilled or semi-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 workmen provide shall be the employees of the Agency and all statutory liabilities will be paid by the agency such as ESI, EPF and other as per Workmen's Compensation Act. The list of workmen 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 DTU, fresh list of workmen 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 workmen.
10. The agency 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 workman personnel engaged by him/her for works. It will be the responsibility of the agency to provide details of manpower deployed by him/her, in the University and to the Labour University.



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11. As far as EPF is concerned, it shall be the duty of the agency 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 University works, is required to be submitted to the University. In any eventuality, if the agency fails to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the University is entitled to recover the equal amount from any money due or accrue to the Agency under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the University.
12. The antecedents of workmen deployed shall be got verified by the agency from local police authority and an undertaking in this regard to be submitted to the DTU.
13. The Agency will maintain a register on which deployment of personnel will be entered. This will be countersigned by the authorized official on first of every month.
14. All liabilities arising out of accident or death while on duty shall be borne by the agency.
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 workmen of the Agency deployed, the supervisory workmen will move in their areas of responsibility.
16. All necessary reports and other information will be supplied immediately as required and regular meeting will be held with the DTU.
17. Agency and its workmen 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 workmen 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 agency which will be established after an enquiry conducted by the University, the said loss can be claimed from the agency up to the value of the loss will charged/ deducted from the bill/ amount of awardee agency. The decision of the University will be final and binding on the agency.
20. The agency shall do and perform all such services, acts, matters admin things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated here in 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 University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly agency reserves the right to change the workmen with prior intimation to the DTU.





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22. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the workmen and should project an image of utmost discipline. The DTU shall have the right to have any person removed in case of workmen/students complaints or as decided by representative of the DTU if the person is not performing the job satisfactorily or otherwise. The agency 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 7<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 workmen. A penalty of Rs. 50,000/- will be levied in case of disbursement of salary/wages to the workmen after 07<sup>th</sup> of the month, which shall be increased to Rs 1,00,000/- in case the disbursement is made after 15<sup>th</sup> of the said 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 agency and based on the documentary proof jointly signed by the representative of the DTU and the agency/his or her representative/personnel authorized by him/her. No other claim on whatever account shall be entertained by the DTU.
25. In case the agency 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, up to 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 agency(S) from open market. The difference, if any, will be recovered from the defaulter agency and the agency 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 agency 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 court) due to any act of agency's personnel shall be directly borne by the agency including all expenses/fines. The concerned agency's personnel shall attend the court as and when required.
28. The agency shall deploy his personnel only after obtaining the DTU approval duly submitting curriculum vitae (CV) of these personnel, the University shall be informed at least one week in advance and agency shall be required to obtain the University's approval for all such changes along with their CVs.



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29. **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 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.

30. The agency 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.
31. NOTICE TO PROCEED” means the notice issued by the DTU to the agency communication the date on which the work/services under the contract are to be commenced.
32. If the agency is a joint venture of two or more PSU/Govt. Agency, all such persons shall be jointly and severally liable to the University for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint Venture shall not be altered without the approval of the DTU.
33. The contract period is for one year from the date of the commencement (as mentioned in Notice to Proceed.)
34. During the course of contract, if any contract, if any agency’s personnel are found to be indulging in any corrupt practices causing any loss to the DTU shall be entitled to terminate the contract forthwith duly forfeiting the agency’s Performance Guarantee.
35. In the event of default being made in the payment of any money in respect of wages of any person deployed by the agency 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 University may, failing payment of the said money by the agency, make payment of such claim on behalf of the agency to the said Labour Authorities and any sums so paid shall be recoverable by the DTU from the agency.
36. 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 University, such money shall be deemed to be payable by the agency to the DTU within seven days. The DTU shall be entitled to recover the amount from the agency by deduction from money due to the agency or from the Performance Guarantee for skilled workmen.
37. The agency shall not engage any such sub agency or transfer the contract to any other person in any manner.



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38. The bidder should be registered with the concerned authorities of Labour University under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
39. The contracting agency shall not employ any person below the age of 18 years.
40. The University shall not be responsible for providing residential accommodation to any of the employee of the agency.
41. The University shall not be under any obligation for providing employment to any of the worker of the agency after the expiry of the contract. The DTU does not recognize any employee employer relationship with any of he workers of the agency.
42. 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 University from the agency.
43. If any underpayment is discovered, it may be reported to the General Administration Branch within 3 months of issuance of Sanction Order, otherwise no such query will be entertained by the General Administration Branch.
44. The agency 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.
45. The agency 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 agency only after depositing the proof of ESI, EPF to respective statutory bodies in respect of Manpower deployed at DTU Campus.
46. The University will not entertain any complain from the deployed workmen in regard to non-release of salary to them, it will be sole responsibility of the awardee agency to handle the issue(s) without any hurdle in the service.

47. Penalty:

Process	Requirement	Penalty
1. Deploying Adequate number of personnel	The agency will provide adequate number of personnel for meeting the service requirement of the University	Rs. 1,000/- for every instance when the deployment is found to be on unauthorized leave for continuously more than 03 days
2. Semi-Skilled Workmen to report in Uniform	Approved uniform design with name badge	Rs. 500/- per day for every member of Semi-Skilled workmen not found in prescribed uniform.
3. Misconduct / Misbehavior / Indiscipline by the Workmen	i) The Workmen should be courteous to the workmens and disciplined  ii) They should not smoke and spit on the walls/floors etc.	Rs. 500/- for every instance.





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4. Copy of individual ESI Card issued to each Workmen	The Agency will provide a copy of individual ESI and issued to each Workmen within 45 days from the award of contract.	Rs. 2,000/- per month / per employee in respect of non-submission of individual ESI Card.
5. EPF Passbook or Statement of individual EPF Deposits	The Agency will provide individual Passbook or Statement of individual EPF deposits.	Rs. 2,000/- per month / per employee in respect of non-submission of individual passbook/Statement.
6. Payment of Workmen	The Agency will pay monthly wages to their Workmen on or before 7 <sup>th</sup> of every month by ECS only.	Rs. 50,000/- per day for payment of wages to the Workmen after 7 <sup>th</sup> of every month & Rs. 1,00,000/- per day in case disbursement of salary after 15 <sup>th</sup> of month. Any further delay would lead to termination of the Contract & may lead to forfeiture of Performance Guarantee.

**OBLIGATION OF THE AGENCY: -**

The agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The agency 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 agency in respect thereof, which may arise.



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**ANNEXURE-III**

**TENDER FORM FOR PROVIDING SKILLED AND SEMI-SKILLED WORKMEN**

1.	Name, Address of firm/Agency and Telephone numbers	:	
2.	Registration No of the Firm/Agency	:	
3.	Name, Designation, Address and Telephone No of Authorized person of Firm/Agency to deal with.	:	
4.	License number under Contract Labour (R&A) Act, if any	:	
5.	Details of Bid Security deposited: (a) Amount: Rs (Rupees in words also) (b) FDR No or DD No or Bank Guarantee in favour of (c) Date of issue (d) Name of issue authority	:	
6.	GST Registration Number	:	
7.	Any other information	:	

**Declaration by the bidder: -**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and Address (with seal)



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**ANNEXURE - IV**

**PRICE BID**

**FOR SKILLED AND SEMI-SKILLED WORKMEN SERVICES**

S.No	Wages	ESI	EPF	Service Charge (%)
1.	Skilled/Semi-skilled (as prescribed by GNCTD).	As prescribed		
2.	Consolidated remuneration as fixed by University			

**Note:**

1. The Agency shall use its best endeavor to provide Skilled workmen services to the DTU for providing its best output. Rates quoted will include all statutory obligations of the agency under Minimum Wages Act, Contract Labour (R&A) Act, cost of uniform of personnel deployed by the agency, 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 labor 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 agency.
4. The number of manpower required is indicative and the actual quantity may vary.
5. All the columns shall be clearly filled in ink legibly or typed. The tendered 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 renderer shall disqualify the tender. The renderer 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.



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**ANNEXURE-V**

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

**UNDERTAKING**

To

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

(Designation and Name of the concerned University)

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 Skilled and Semi-skilled workers.
5. I/We do hereby undertake that neat and clean environment of the University shall be ensured by our Agency, as well as any other point considered by our Agency. Our Skilled and Semi-skilled manpower Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.\_\_\_\_\_lac (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



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**ANNEXURE-VI**

**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 University) (hereinafter called “the University”) in sum of Rs. \_\_\_\_\_for which payment will 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 the University 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 University, 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:

1. If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
2. If the Bidder refuses to accept the corrections of errors in his bid; Or
3. 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.



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4. If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
5. 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 University 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. \_\_\_\_\_

Name of Witness

(Stamp/Seal of Bank) Address of Witness



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**ANNEXURE-VII**

**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 University) (hereinafter called the “University”) of the other part.
2. WHEREAS \_\_\_\_\_(Name of the University) has awarded the contract for providing Skilled and Semi-skilled workmen contract for Rs. \_\_\_\_\_(Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_(Name of the agency) (hereinafter called the “agency”).
3. AND WHEREAS THE Agency is bound by the said Contract to submit to the University 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 University the full amount of Rs. \_\_\_\_\_(Amount in figures and words) as stated above.
5. After the Agency has signed the aforementioned contract with the University, the Bank is engaged to pay the University, any amount up to and inclusive of the aforementioned full amount upon written order from the University to indemnify the University for any liability of damage resulting from any defects or shortcomings of the Agency 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 University immediately on demand without delay without reference to the Agency 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 Agency. The Bank shall pay to the University any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s)



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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 University agrees to grant a time of extension to the agency or if the agency 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 University and at the cost of the agency.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the agency.
9. The neglect or forbearance of the University in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the University for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the University", "the Bank" and "the Agency" 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:





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Witness-1.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_



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**ANNEXURE-VIII**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ Day \_\_\_\_\_

(Month) \_\_\_\_\_ (Year) Between the Board of Management, Delhi Technological University hereinafter called "the University", 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 agency

through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the agency") (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 agency shall provide Skilled and Semi-skilled workmen services to the Delhi Technological University.

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.



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3. In consideration of the payments to be made by the University to the Agency as hereinafter mentioned, the Agency hereby covenants with the employer to provide Skilled and Semi-skilled workmen services w.e.f as per the provisions of this Agreement and the tender documents.

4. The University hereby covenants to pay the agency in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents,

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the time, in manner prescribed in 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 Agency

For and on behalf of Board of Management  
of Delhi Technological University

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Agency

Stamp/Seal of the Employer

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

On behalf of the Agency in the  
presence of:

On behalf of the Employer in the  
presence of:

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Telephone No. \_\_\_\_\_