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NAME OF WORK: Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18.S.H.: providing services of labour, workers, supervisor& computer operator for smooth running of maintenance work.

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	The NIT amount is Rs. 1,99,93,224/- (Rupees One Crore Ninety Nine lacs Ninety three thousand two hundred twenty four only).	

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042

DISCLAIMER

1. The information contained in this Bid document or that provided subsequently by or on behalf of the Delhi Technological University (hereafter referred as DTU), by any of their employees or advisers, whether verbally or in documentary form or in any other form, is provided to Bidders on the terms and conditions set out in this Bid Document and such other terms and conditions as laid down.
2. This Bid document is not an agreement and is neither an offer nor invitation of the DTU to the prospective bidder or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in the formulation of their proposal pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumption and assessments arrived at by the DTU in relation to the work. Such assumption, assessments and statements do not purport to contain all the information that each bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the DTU, its employees or advisor to consider the objectives, technical expertise and particular need of each party who reads or used this Bid Document.
3. The assumption, assessment, statements and information contained in this Bid Documents, may not be complete, or adequate. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessment and information contained in this Bid Document and obtain independent advice from appropriate sources. Information provided in this Bid documents to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The DTU accepts no responsibility for the accuracy or otherwise for any interruption or opinion on the law expressed herein.
4. The DTU, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid Document and any assessment, assumption statement or information contained therein or deemed to form part of this Bid Document or arising in any way in this selection process.
5. The DTU also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Bid Document. The DTU may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid Document. The issue of this Bid Document does not imply that the DTU is bound to select a bidder or to appoint the selected bidder, as the case may be and the DTU reserve the right to reject all or any of the proposals without assigning any reasons whatsoever.
6. The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the DTU or any other cost incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder and the DTU shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation for submission of the proposal regardless of the conduct or outcome of the selection process.

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042



Project office
Delhi Technological University
ShahbadDaulatpur, Bawana Road, Delhi-110042

PRESS NOTICE

Notice Inviting e- tender

The Executive Engineer on behalf of Delhi Technological University Shahabad Daulatpur, Bawana Road, Delhi-110042 invites online percentage rate tender on two bid system from the approved and eligible contractors of CPWD, DDA, MES, BSNL, Railways, and Deptt. Of Telecommunication, central and state Govt. & semi-Govt., PSU's and firms having similar experience of working in Govt. Deptt. Or PSU's meeting eligibility as indicated in the eligibility criteria, for following works:-

1. NIT No. DTU/Engg. Cell/2017-18/02

Name of work:- **Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18.S.H.: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.**

Estimated Cost: -Rs.1,99,93,224/-

Earnest money:- Rs.3,99,864/-

Period of completion: 12 months.

Last time and date of submission of technical bid at 3:00 pm on 21.06.2017

The last date to fill/upload the tender through e-tendering is at 3:00 pm 21.06.2017

Up to 3:00 p.m **the tender form and other details can be obtained from the web site:**

<http://govtprocurement.delhi.gov.in>

Not to be published below this line.

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042

INFORMATION AND INSTRUCTION FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

NIT no. DTU/Engg. Cell/2017-18/02

The chief project officer on behalf of Delhi Technological University invites online percentage rate tender on two bid systems from the approved and eligible contractor of CPWD, D.D.A., MES, BSNL, Railways, Deptt. Of telecommunication, central and state Govt. & semi-Govt., PSU's and firms having similar experience of working in Govt. Deptt. meeting eligibility as indicated in the eligibility criteria for providing "Name of work:- Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. S.H.: Providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.

The salient details of the work are given below:-

Sl no	Name of the deptt.	Name of work and location	Estimated cost put to bid (Rs)	Earnest money (Rs)	Period of completion	Date of upload of tender through e-procurement solution:	Last date and time of receipt of tenders through e-procurement solution:	Date and time of opening of tender:
1	Delhi Technological University	Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. Sh: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work. 2. NIT No. DTU/Engg. Cell/2017-18/02	1,99,93,224	3,99,864	12 months	02.06.2017 at 3:00 pm	21.06.2017 up to 3:00 pm	21.06.2017 at 3:30 pm

- The intending bidder must read carefully the term and condition of CPWD-6 in conjunction with various other conditions set forth in these document. He should submit his bid only if he considers himself eligible and he is in possession of all the documents required. The decision of DTU with regard to the eligibility shall be final.

4. Information and instructions for bidders posted on this website shall form part of bid document. The details of bid, stages, eligibility criteria, technical and financial bid evaluation etc are given in subsequent documents.
5. The bidder is responsible to make himself aware of the complete procedure of e-tendering and the related guidelines/ instructions DTU takes no responsibility in this regard.
6. DTU reserve the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
7. All documents in hard copy including EMD shall be deposited in tender box kept in the Engg. Cell. Of DTU, (Note: -please ensure that the bidder identifies the tender box of the Engg. Cell only)

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042

Guidelines/ procedure to be followed in introduction of 'e'- procurement solution

1. **Submission of bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bid in the standard formats prescribed in the tender documents, displayed at <http://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copy of all the relevant certificates, documents etc., in the <http://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity.
2. **Payment of bid security (earnest money deposit):** the EMD shall be in form of demand draft of a scheduled bank issued in favor of registrar, Delhi Technological University, Delhi. Xerox copy of the DD/FDR is to be scanned and uploaded along with the bid. Original DD/FDR along with xerox copy of other documents mentioned at Sl. No. 1.1.1.(ii to v) at page-4 of the NIT in a sealed cover showing name of work and estimated cost clearly, shall be dropped in tender box kept in the office of the undersigned on or before 3:00 pm of the same date of closing of the bids and its will be opened in the presence of the tenderers. Failure to furnish the original DD/FDR before the closing of the bid, will entail rejection of bid and blacklisting.
3. **Price bid opening:** The price bid will be opened online by the concerned officer/officers at the specified date and time and the result will be displayed on the <http://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participate in the tenders.
4. **Processing of tenders:** the concerned office/ officer will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
5. **Payment of performance guarantee:** The bidder shall submit irrevocable performance guarantee of 5% (five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the favor of DD/ bankers cheque/ pay order/FDR/ guarantee bonds of any scheduled bank.
6. **Participation of bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of bids:
 - (i) Bidders can come at the place of opening of bids (electronically/ physically) as done in the conventional tender process.
 - (ii) Bidders can visualize processing online.
7. **Participating financial rules for e- procurement:** The e- procure system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed In GFRs/CPWD manual.
8. **Signing of agreement:** after the award of the contract, an agreement may be signed as done in conventional tender.
9. **To download the general contract condition 2014 (i.e. GCC-2014) following link may be followed:** www.cpwd.gov.in >download>GCC-2014.

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042

INTEGRITY PACT

To,

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

Sub: NIT No.....for the : **Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. S.H.: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.**

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

To,

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

Sub: Submission of Tender for the Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. S.H.: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.

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)

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

INTEGRITY AGREEMENT

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

BETWEEN

Delhi Technological University represented through 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

1. WHEREAS the Principal/Owner has floated the Tender (**NIT No- DTU/Engg. Cell/2017-18/02**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. Sh: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.**

(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.

2) The Bidder(s)/Contractor(s) commit 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)/Contract(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 Performa 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.**

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 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:

GENERAL INFORMATION AND INSTRUCTIONS

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

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

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

SN	Cost/fees charged for	Amount (Rs)
(a)	Fees for attending pre-bid conference. A pre-bid conference shall be held as given later to discuss various issues related to the tender and to clarify all the doubts.	Nil
(b)	Cost of tender and processing fee. Charge towards the cost of tenders and its processing.	Nil
(c)	Earnest money deposit	3,99,864/-
(d)	Performance guarantee	5% of the tendered and accepted value of the work.
(e)	Security deposit	2.5% of gross amount of R/A or final bill.

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

STAGES OF TENDER EVALUATION AND PROCEDURE

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

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

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

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

- (a) Scanned copy of introduction sheet in following format in A-4 Size

BASIC INFORMATION OF THE FIRM/AGENCY	
Name of the tenderer (as per registration certificate)	
<p>1. Name of the authorized representative of the firm/agency.</p> <p>2. Name of the person/firm in where name is registered.</p> <p>3. Type of firm with specimen signature to be used as reference.</p>	<p>Scanned recent passport size photograph of the authorized representative</p>
<p>Complete postal address of the tender (as per registration certificate) NOTE: - this may be subjected to verification.</p>	

- (b) Scanned copy of self-attested Earnest money instrument deposit as laid.
- (c) Scanned copy of self-attested CPWD registration or registration with D.D.A., MES, BSNL Railways, Deptt. Of telecommunication, central and state govt. & semi-Govt. organizations, PSU's etc. in case of other bidders the equivalence shall be determined based on their experience and various other details asked as per this bid. The builder may submit proof of working in govt. deptt. Or PSU's. The decision of DTU shall be final and binding on all bidders with regard to the equivalence/ eligibility. DTU reserves the right to relax/add appropriate criteria to screen the suitable bidders who may be found competent.
- (d) Scanned copy of self-attested TIN number as issued by DVAT department.
- (e) Scanned copy of self-attested PAN number.
- (f) Scanned copy of self-attested proof of having submitted the latest DVAT/CST returns etc (Bids will be rejected if older copies are submitted even by mistake.)
- (g) Scanned copy of self-attested PF account number.
- (h) Scanned copy of self-attested ESI Act 1948 registration number.
- (i) Scanned copy of valid license No under Contract labour (R & A) Act 1970.
- (j) Scanned copy of letter of award from client's preferably similar work completed in educational Universities/PSUs /Govt./Semi Govt. / Autonomous bodies for reckoning towards experience of having successfully completed works during last seven years ending pervious day of last date of submission of application.
- (i) Three civil works, each of value not less than 40% of the estimated cost put to tender,
- OR**
- (ii) Two civil works, each of value not less than 60% of the estimated cost.
- (iii) One civil work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the in which the tenders are invited.

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

- (i) The firm Name of the Firm/ contractor hereby declare that the firm has never been banned, barred, adversely commented by any client, that it has always abided by the labour laws and all the Govt. statues in the past, that it has neither been in litigation with anyone one In the past nor in litigation with anyone in the present as on date, and that in case anything adverse come to the notice of the University, the firm/ contractor will unequivocally accept the disciplinary action as may be considered appropriate by the competent authority at Delhi Technological University.
- (ii) The firm also unequivocally agrees and accept that the Delhi Technological University reserves all the rights to amend, change, modify, add or delete any part or parts of this tender including, scope of works,

schedules, instructions and conditions given in this tender in fulfillment of its objectives at any stage without assigning any reason whatsoever, and that the firm shall lay no claim against Delhi Technological University on this account.

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

Note: - All the documents given in serial no.5 above will be deposited in hard copy in the tender box before the scheduled dated and time.

6. Stage 2 commercial/ finance bid evaluation- financial bid will be opened ONLY in respect of those bidders who qualify the first stage. However, it must be noticed that becoming L-1 may not be the sufficient and qualifying reason to become successful. **In case, rates quoted by a bidder appear to be unjustified/ unrealistic/ unbalanced and appear to have been quoted low only get 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.**
7. **Schedule of events. The tentative dates for various event shall be as under:-**

Event	Tentative date and/ or time
Uploading on the website	02.06.2016 at 3.00 pm
Advertisement in newspaper	
Date and time of submission of bid (say- D Day)	On or before 03:00 pm of 21-06-2017, both on e-portal and tender box.

SCOPE OF WORK

CIVIL MAINTENANCE WORK INCLUDING SEWAGE SANITATION AND MAINTENANCE OF DRAIN SYSTEM

General information/Data.

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

1	A/R & M/O for civil maintenance supply of man power in Residential Area. (without material)	Annual	31,894.44 Sq.m.
2	A/R & M/O for civil maintenance supply of man power in Hostel area. (without material)	Annual	54,011.95 Sq.m.
3	A/R & M/O for civil maintenance supply of man power in Non-residential area. (without material)	Annual	1,55,696.69 Sq.m.

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

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

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

- (a) Residential buildings.
- (b) Non-residential buildings

- (c) Hostels building
 - (d) In case any additional zone is added, deviations and extra item will be considered as appropriate.
4. **Design, scope and frequency of work.** Type of work included in the estimate of day to day maintenance work mainly includes the following operations:-
- (a) Establishing a help desk at two locations (one each in residential area and hostel), both having facility for computerized registration of complaints, receiving recording distribution, monitoring of complaints, submission of report of pending complaints daily/weekly/monthly to concerned JE/AE, APO/PO, EE respectively and to other and to designated officials, both places also having printing facility and atleast one mobile/landline connection with internet facility to be utilized for the same purpose laid down here.
 - (b) Maintenance and upkeep of all internal and external assets of two DTU zone of accommodation at DTU campus Delhi complete with all labour, T&P etc. as required on all working (from Monday to Saturday) as per the details of quarters, building, external services all specified lay given in scope of work and as per terms and conditions attached with tender documents.
 - (c) The contractor will provide one plumber and sewer man on all Sundays and holidays so that water supply and sanitary system can be maintained in two zone.
 - (d) Cleaning chajjas, roof, hostel balcony's, expansion joints, etc. and removing of cobwebs, beehives, vegetation including disposal of slit, vegetation, malba, herbs, sherbets etc. to the authorized municipal dhalao to entire satisfaction and as per direction of the engineer-in-charge.
 - (e) Maintenance, repairing and fixing of damaged doors, windows, ventilators of steel, wood PVC etc. at all floors and fixing of necessary fittings and anti termite treatment wherever required to keep then in proper functional conditions to the entire satisfaction and as per direction of the engineer-in-charge.
 - (f) Maintenance and repair of plumbing system for the entire campus including stopping leakage and over flows of water from PVC/RCC overhead tank and water cisterns and replacement of the bib-cock, stop cock, pillar cock, fittings, ball cock etc. to keep the entire water system efficient and functional to the entire satisfaction and as per direction of the engineer-in-charge.
 - (g) Maintenance and repair of internal and external plaster, pointing flooring masonry work, leakage form roof, gola, RCC work wherever required including dismantling and fixing of WC sheet, gully trap, floor traps and sealing leakage from gully trap, WC trap, floor trap etc. and restoration of existing finishing in the affected area to the entire satisfaction and as per direction of the engineer-in-charge.
 - (h) Welding by electric plant including transportation of electric welding plant at site to weld broken grills, hinges, door, window, gates, railing and any other steel work of dwelling unit, offices, parks, boundary walls complete as per direction of engineer-in-charge.
 - (i) Cleanliness will be maintained in two zones. It will be ensured, in all kind of maintenance that after day's work, malba is collected from the work place and deposited at suitable identified spot, where resident/user do not throw garbage on it. Suitable provision will be

made for disposal of malba on continuous basis, so that the same is not allowed to accumulate/pile up and create unhygienic and unsightly conditions.

- (j) Any leakage from the water supply line, sewers and unfiltered water supply line noticed in the zone will be repaired immediately. Water will not be allowed to stagnate on the roof, courtyard, and road side to act as breeding place to mosquitoes. All precaution should be taken to keep the colonies neat and clean. In case unhygienic health hazardous conditions are noticed in the portion of area/ service maintained by local bodies or any other contractor, the same will be reported to them and persuade for action. Overhead tank will be provided with lockable cover and mosquito proof couplings. The occupants will be advised against storage of water in cooler not in use and apply mosquito repellent in the cooler's pads. Etc. to check spread of malaria.
- (k) Cleaning of sewer lines of various dia meters i/c cleaning of gully chamber by rodding/mechanical operation and taking out sludge, slit, malba, rubbish etc. i/c disposal of the same to approved dumping ground in all leads as per direction of engineer-in-charge.
- (l) Cleaning of manholes of various size by rodding and /or by machine operation, if required and taking out sludge, slit, malba, rubbish etc. i/c disposal to the approved dumping ground in all lead as per direction of the engineer-in-charge. Manhole upto 6m depth.
- (m) Cleaning storm water drains of various size covered with SFRC cover/ MS grating of various depth i/c cleaning by rodding/mechanical operation and taking out sludge, slit, malba, rubbish etc. i/c disposal to the same to the MCD approved dumping ground in all leads charge including removal of cover, cleaning the perforation of cover and refixing in original position to the satisfaction of engineer-in-charge.
- (n) Chlorinate and disinfection of the drinking water supplied, so as to achieve desired quality of drinking water as specified by the relevant IS code and WHO. The contractor has to submit the testing report of drinking water once in three months from at least one tap of TYPE - I, II, III, IV and V quarters, residence of VC, each floor of all boys, girls, and transit hostel.
- (o) Disposal of dismantled material: - maintenance is a continuous process and lot of dismantle material is generated in this process. Dismantled material should not be allowed to be accumulated in large quantity or for long period. It occupies lot of valuable space in the service centers, which otherwise could be put to use for storing serviceable material. Dismantled material when stored for long duration gets Deteriorated and loses its worth. Thus, in addition to blockage of space is cause revenue loss to the government by way of less realization of sale proceeds of the dismantle material. Also it gives unsightly look as the dismantle material is seen scattered in the compound of service center. Most of the dismantle material can be survey reported by the assistant engineer. It is the responsibility of contractor that survey report of the dismantled material are sent to assistant engineer for further submission to EE in time and ensure that valuable space at the service center is not occupied.
- (p) Providing services for watch and ward of entire premises of enquiry office, enquiry store etc. including articles stored in open, round the clock to the entire satisfaction and as per direction of the engineer-in-charge.

(q) Running and maintenance of DTU services center at DTU campus, Bawana Road, Delhi wherein the following jobs are required to be performed. (Computers and peripherals including operating staff including necessary consumable software, internet/broadband connection shall be arranged by the contractor at his own cost wherever these have not been provided by CPWD.

(r) The successful bidders will migrate to online complaint management system once installed by DTU.

5. **Schedule of activities.**The manpower for the civil maintenance work shall assemble at enquiry cell by 9 a.m. after punching attendance at the biometric machine to be located centrally.

6. **The activities shall commence from 9.00 am to 6.00 pm with a lunch break of 1.00 to 2.00 pm** following will be the daily, weekly and monthly schedules:-

FREQUENCY

S.no	Item	Frequency
1.	Receiving, recording, distributing & updating the day to day complaints at enquiry through the help desk management cell, monitoring of receipts, distribution of complaints, attending the complaints.	Immediate on occurrence during the laid down working hour
2.	Cleaning chajjas, roof, hostel balcony's, expansion joints, etc. and removing of cobwebs, beehives, vegetation including disposal of slit, vegetation, malba, herbs, shrubs etc. to the authorized municipal dhalao to entire satisfaction and as per direction of the engineer-in-charge.	Monthly or after every rain whichever is earlier.
3.	Repairing and fixing of damaged doors, windows, ventilators of steel, wood PVC etc. at all floors and fixing of necessary fittings and ant termite treatment wherever required to keep then in proper functional conditions to the entire satisfaction and as per direction of the engineer-in-charge.	On occurrence
4.	Repair of plumbing system for the entire campus including stopping leakage and over flows of water from PVC/RCC overhead tank and water cisterns and replacement of the bib-cock, stop cock, pillar cock, fittings, ball cock etc.to keep the entire water system efficient and functional to the entire satisfaction and as per direction of the engineer-in-charge.	On occurrence

5.	Repair of internal and external plaster, pointing flooring masonry work, leakage from roof, gola, RCC work wherever required including dismantling and fixing of WC sheet, gully trap, floor traps and sealing leakage from gully trap , WC trap, floor trap etc. and restoration of existing finishing in the affected area to the entire satisfaction and as per direction of the engineer-in-charge.	On occurrence
6.	Welding by electric plant including transportation of electric welding plant at site to weld broken grills, hinges, door, window, gates, railing and any other steel work of dwelling unit, offices, parks, boundary walls complete as per direction of engineer-in-charge.	On occurrence
7.	Cleaning of sewer lines of various dia meters i/c cleaning of gully chamber by rodding/mechanical operation and taking out sludge, slit, malba, rubbish etc.i/c disposal of the same to approved dumping ground in all leads as per direction of engineer-in-charge.	On occurrence
8.	Cleaning of manholes of various size by rodding and /or by machine operation, if required and taking out sludge, slit , malba, rubbish etc. i/c disposal to the approved dumping ground in all lead as per direction of the engineer-in-charge.Manhole upto 6m depth.	At least once in a month or as when required.
9	Cleaning storm water drains of various size covered with SFRC cover/ MS grating of various depth i/c cleaning by rodding/mechanical operation and taking out sludge, slit,malba, rubbish etc. i/c disposal to the same to the MCD approved dumping ground in all leads charge including removal of cover, cleaning the perforation of cover and re fixing in original position to the satisfaction of engineer-in-charge.	At least once before monsoon or as when required
10	Cleaning of storm water drain i/c removing slit/malba stone & brick ballasts, solids & semi solids etc. & disposal of the same with in all lead & lift complete as per direction of engineer-in-charge (a) upto 300mm dia pipe (b) from 400mm to 600mm dia pipe.	At least once before monsoon or as when required
11	Any other civil maintenance work of any nature on direction of engineer-in-charge.	On occurrence/requirement

12	Chlorinate and disinfection of the drinking water supplied, so as to achieve desire quality of drinking water as specified by the relevant IS code and WHO. The contractor has to submit the testing report of drinking water once in three months from at least one tap of TYPE-I,II,III,IV and V quarters, residence of VC, each floor of all boys, girls, and transit hostel.	Daily
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7. List of manpower and deployment

S.no	Residential Blds	Non-residential Buildings	Hostel Building	Total
Sewermen	1	2	1	4
Carpenter	2	2	2	6
Mason	3	3	3	9
Plumber	3	2	3	8
Attendant	1	1	1	3
Aluminium Carpenter	1	1	---	2
Beldar	6	22	10	38
Painter	1	1	---	2
Welder	1	1	---	2
Supervisor	1	1	1	3
Computer Operator	1	1	---	2

Methodology: - The contractor will submit the details methodology and quality policy for the ARMO work. This will be approved by EE before starting the AMRO work.

Note: - the agency may consider deploying multitasking assistants in lieu of individual tradesmen provided certificates for the same are provided.

8. Stock and supplies (list of materials)

The contractor/firm/bidder will be required to keep sufficient stock of various items to meet normal requirements. It will be the responsibility of the contractor/firm/bidder to assess the requirement and give a forecast of requirement of material to DTU at least two months in advance. Emergent requirement not exceeding Rs 1,00,000/- may be entertained by DTU in case of emergency with at least 7 days notice. The service provider shall not be permitted to stop supplying any item for any reason whatsoever and he must make alternate arrangements to meet such eventualities or accept penalties as laid down.

9. **Tool and plants**All routine as well as specialized tools, plants,ladder, scaffolding and machinery for the task mentioned above shall be arranged by the service provider. The service provider may estimate the requirement of specialized equipments and include the hiring charges appropriately. The DTU shall not provide any equipment including any safety equipment's.

10. **Documents to maintain and frequency of inspection JE/AE/EE.** Following documents shall be maintained by the contractor and it will be entirely the responsibility of the contractor or his supervisor to ensure that these documents are got inspected by JE/AE/EE at the laid down frequency.

S.No	Documents	Frequency of inspection		
		JE	AE	E.E.

1	Biometric attendance record- the contractor will be required to place biometric machine at his own cost at a designated place and keep a biometric attendance record.	Daily	Daily	Weekly
2	Attendance register(duplicate document)	Daily	Weekly	Weekly
3	Daily deployment record of the manpower employed	Daily	Daily	Weekly
4	Daily complaint register/ summary	Daily	Daily	Daily
5	Dismantled material recovery register	Daily	Weekly	Weekly
6	Material issued register	Daily	Weekly	15 days
7	Stock register	Daily	Weekly	Weekly
8	Cement register	Daily	Weekly	Weekly
9	Daily chlorinate record register	Daily	Weekly	Weekly
CPO, PO or any other competent authority may inspect these documents at any time and mark it if it is not being maintained as per the frequency. The contractor shall be liable to penalty as laid down if the documents are not maintained properly.				

11. Service level agreements, recoveries and other details.

Following general guidelines shall be followed:-

- (a) All areas as mentioned above are to be maintained all the time and kept in functional condition.
- (b) All safety precautions are to be followed. Proper works signage's are to be used when such work are in progress as per the requirements.

12. Service level agreements are defined in terms of chart-1 which gives severity level and time allowed for attending the same. Chart-2 below gives the problem to be addressed in each service level.

Chart-1: severity level and time allowed for attending to the problem under each level of severity.				
Severity levels	Impact of severity	Response Taken Time	Recovery time	Status update to the authorities of the institute during continuance of the problem
Severity 1	Severe impact on operation of	Immediate on logging of the problem	Within 60 minutes	Every hour

	the institute unable to operate			
Severity 2	Institute's operations are degraded but yet able to operate (with backup measure)	If problem is logged before 1700 hours to be attended on the same day; and if lagged after 1700 hours- to discuss with the authorities of the institute whether to be attended the same day or next day	Within 4-8 hours	Once a day or desired by the authorities of the institute
Severity 3	Low impact on institute's operations- through detrimental but not an immediate area of concern	Problem to be attended	Within 24 hours	Once in two working days
Severity 4	Zero impact on institute's operations- required for improving or for value addition to services.	Problem to be attended to during course of preventive breakdown maintenance (as & when)	Within 30 days	Once every 10 days

*Recovery time includes interim measure. However, final resolution may involve procurement of spares and mobilizing of third party OEM/vendor.

Chart-2 broad description of problems to be addressed under each level of severity.	
Problem type/level	Problem reported/ type of request
Severity 1	Any civil maintenance work in class room/auditorium/senate hall/ seminar halls blockage of sewerage in any building leakage of taps/ overflow of pipes/ tanks etc.
Severity 2	Critical damage to building structure/ façade water supply shut down to any of the building chocking of sewerage/ drainage serious issues with campus cleanliness/ security

Severity 3	Minor lapses in maintenance partial blockage in drainage/ sewerage/ water supply systems. Building maintenance issues with common areas & amenities,
Severity 4	Civil infrastructure works, material shifting.

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>download>GCC-2014](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 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. he 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 fifth day of every month positively, irrespective of the fact whether the payment of its bill submitted to the university has been released by the university or not by that date. if fifth 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 fifth 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 serious lapse noticed shall be liable to penalty as laid down in these documents. On recurrence of such lapses, the university may impose a penalty or take appropriate action as may be decided by the competent authority. Separate service-wise penalties have been described in respect of each services covered under the present tender scheme. However, following general penalties shall apply to all the services and these will be in addition to the penalties laid down for each of the services. the

competent authority at Delhi Technological University shall be the final authority to impose or waive off any of these penalties as laid down:-

- (a) In the case of unplanned absence of any person deployed for the purpose of this contract, if no suitable replacement is provided within 5 working hours then a deduction will be made from the payment of INR- 500/- per incident of default.
- (b) In case any tool equipment (not including material/ consumable) that has been specified in list is not provided at time of commencement at the site or at any time is not found at site without a valid reason, deduction of 2000/- shall be made from the margin payable.
- (c) In case of non-compliance of statutory obligation with regards to the 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 deduction of 5000/- shall be made from the margin payable to the agency.
- (f) A deduction of 1000/- per default from the margin payable in the following cases:-
 - In case manpower is no improper 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.

Recoveries as per service level agreements

11.in addition to the above, following shall be the recoveries against service level agreements:-

- (a) Complaints management system- any failure to register, track, and monitor the complaint shall invite a penalty of Rs 5000/- in the first instance and which shall be doubled for each subsequent instance.
- (c) Biometric attendance- since the entire attendance and payments shall be based on biometric system, in case of failure, the entire payment as decided by the competent authority with a minimum of Rs. 20,000/- shall be paid as penalty by the contractor/firm/ bidder.
- (d) Generation of reports- any failure to generate any type of complaints related report shall invite a penalty of Rs 5000/- in the first instance and which shall be doubled for each subsequent instance. The penalty in respect of failure to generate inventory/ material related report shall be Rs 20000/- in first instance and which shall be doubled for each subsequent instance. Similarly, penalty in respect of failure to generate recovery/ penalty related report shall be Rs 20000/- in the first instance and which shall be doubled for each subsequent instance.
- (e) Failure to meet any obligation under severity level 4 shall invite a penalty of Rs 10000/- for severity level 3 Rs 20000/-, for severity level 2 Rs 30000/- and for severity level 1 Rs 40000/-.
- (f) Any attempt on the part the service provider to produce a false report or to collude with any other services agency shall result in banning of the service provider but also invite criminal proceedings.

Documents and Formats

12. 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

13. 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

14. 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.
15. If the successful bidder withdraws or the services provided by the successful firm are not found satisfactory within the probationary period of three months from the date of commencement of the contact, Delhi Technological University reserve the right to terminate the contract without giving any warning notice and initiate appropriate procedures for carrying out the work as appropriate at the risk and cost of the concerned firm even if the risk and cost value is higher than the value of award to the firm and also forfeit the complete security deposit.

Terms of payment

16. 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

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

Additional conditions

1. Work will be executed as per CPWD specifications 2009 Vol-I-I to Vol-II with upto data correction slips.
2. All the T&P is to be arranged by contractor & nothing extra shall be paid on this account.
3. All the labour bye laws & regulations are to be followed by the contractor.
4. The contractor shall make his own arrangements for obtaining the electric connection. If required and make necessary payments directly to the department concerned.
5. No payment shall be made to the contractor for any damage caused by rains, snow fall, floods or any other natural calamity whatsoever during the execution of the work. The damage to work shall be made good by the contractor at his own cost.
6. Other agency may also be working simultaneously at the place of work which contractor shall make necessary arrangements of coordination and afford necessary facilities.
7. The contractor shall be bound to follow the restrictions on the movement of labour, materials imposed by any other authority connected with the site due to security or any other reason connected with the event. No claim shall be entertained on this account.
8. The contractor shall take all precautions to avoid accidents by exhibiting necessary cautions boards, lights, flags etc. And ensure that no hindrance is caused to the traffic. He shall be responsible for all the damages, accidents, caused due to negligence.
9. The contractor shall be fully responsible for the safe custody of the material issued to him by the department. The contractor shall arrange all tools and plants necessary for the execution of the work at his own cost.
10. The building rubbish shall not be thrown to the ground from upper floors and shall be carried through staircase to the ground and collected daily at the authorized collection point by rickshaw or wheel cart. Thereafter it shall be disposed off to the authorized municipal dump within 15 days before the completion of the work falling which the same shall be removed & disposed off by the department at the risk & cost of contractor and the amount incurred shall be recovered from the bill. The decision of the engineer-in-charge with regard to quantity thereof shall be final.
11. Contractor shall be personally responsible for violation of the laid guidelines and shall have to pay the fine/ penalty so imposed by the appropriate authority. No claim on this account shall be entertained and the said fine/ penalty so decided by the appropriate authority shall be recovered from the dues of the contractor, if he fails to deposit the same.
12. The rate quoted by the contractor shall be included with all lead lift and height and nothing extra shall be to paid.
13. The rate quoted shall include all taxes (including VAT, GST etc.) cartage, loading & unloading etc.
14. Proper sign boards are to be erected by the contractor to avoid any mishapping during & after working hours.
15. There will be some restrictions regarding execution of work during working hours of college. Which the contractor has to bear & nothing extra will be paid on this account.
16. Requirement of technical staff for work in compliance of clause 36(i)

S No.	Requirement of technical staff		Minimum experience (years)	Designation
	Qualification	Numbers		
1	Degree Holder Engineer (Civil)	1	1	Project planning/ billing/ site engineer

Note:-

1. Rate of recovery in case of non-compliance of clause 36(i) shall under.

S no.	Qualification	Experience (years)	Rate of recovery
1	Degree Holder Engineer (Civil)	1	25,000/-

Executive Engineer
Delhi technological University
Bawana Road, Delhi-110042

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

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

_____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We _____

(indicate the name of the Bank)

(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____/- (Rupees _____ only) on demand by the Government.

2. We _____ do hereby undertake to (indicate the name of the Bank)

pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).

- 3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.**

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee

(Indicate the name of the Bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We _____ further agree with the Government that
(Indicate the name of the Bank)
the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ lastly undertake not to
(Indicate the name of bank)
Revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____/(Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____

for _____
(Indicate the name of the Bank)

AFFIDAVIT

I/ we have submitted a bank guarantee for the work :.....(Name of work)

Agreement No dated.....
From..... (Name of bank with full address)

to the Executive Engineer..... (Name of division)

With a view to seek exemption from payment of security deposit / performance guarantee / guarantee money for expansion joint/ Electrometric bearing/ bitumen mastic wok in cash. This bank guarantee expires on.....

I /we undertaken to keep the validity of the bank guarantee intact by getting it extended from time to time at my/ our own initiative upto a period Months after the recorded date of completion of the work or as directed by the Engineer-in-Charge.

I/we also indemnify the government against any losses arising out of..... non encashment of the bank guarantee if any

Deponent

Signature of contractor

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

Schedule of Quantity

Name of work: Annual repair and maintenance of residential, non-residential academic & administration block and hostel building in DTU Campus, Bawana road, Delhi during 2017-18. S.H.: providing services of labour, workers, supervisor & computer operator for smooth running of maintenance work.

S. No	Description of Items	Qty	Period in months	Unit	Rate(Rs.)	Amount(Rs.)
1	Attending various jobs such as opening and cleaning of choked sewer, drain, manhole, gully traps, road gullychamber water closets, floor traps, wash basin, kitchen sink including the vertical stacks, rain water pipes etc. and cleaning with acid/ biodegradable chemical / detergent whenever required as per satisfaction of occupant and direction of Engineer-in-Charge including disposing off silt / malba/ waste garbage etc. to the NDMC dumping pit complete as per direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	4	12	each worker per month	19341.00	928368.00
2	Attending various carpentry related complaints like adjusting door closers, easing out of doors/windows/ ventilators, fixing of fittings & fixtures of door/windows/ventilators& repair of wooden partitions etc. complete as per the direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	6	12	each worker per month	23382.00	1683504.00
3	Attending various masonry related complaints like repairing of floors, walls, plaster, ceiling, grading on roof, brick edging, making holes repairs thereof, masonry jobs in laying of pipes, w.c. pans etc. complete as per direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	9	12	each worker per month	23382.00	2525256.00
4	Attending various plumbing complaints like fixing of sanitary fittings like flush valves, connecting geysers, pillar cocks, stop cocks, bib cocks, pipes, waste pipes, flush pipes, cisterns, water closet pans, mixer of all kinds showers and othersuch fittings etc. complete as per direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily. Plumber/Fitter Ist Class shall be treated.	8	12	each worker per month	23382.00	2244672.00

5	Providing Attendant to write the complaints for civil works in Enquiry office, giving these complaints to respective workers, liaisoning with the client Deptt. Reviewing and making abstract of the complaint giving daily status of complaints to Junior-Engineer in-Charge etc. complete as per direction of Engineer-in- Charge All work attended during 9.00 AM to 6.00 PM.	3	12	each worker per month	21264.00	765504.00
6	Attending various Aluminum job related complaint like adjustment of frames of aluminum door & window, replacement of broken glasses, fixing of EPDM, replacement of friction stays, handles etc as per direction of Engineer-in- charge Excluding the cost of all consumables materials which will be supplied by the Department.). All work attended during 9.00 AM to 6.00 PM daily .Aluminum Fitter Ist Class shall be treated.	2	12 months	each worker per month	23382.00	561168.00
7	Providing Beldars for attending various jobs such as day to day complaints to assist carpenter ,plumber, painters, welders and cleaning of roof, terrace etc. complete and as per requirements of client department at various floors and various buildings of Campus as per direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	38	12	each worker per month	19341.00	8819496.00
8	Attending various Painting related complaints like painting of doors, window, ventilators and poles walls etc. where ever required complete as per the direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	2	12	each worker per month	21264.00	510336.00
9	Attending various Welding related complaints like adjusting door , easing out of doors/windows/ ventilators, fixing of fittings & fixtures of door/windows/ventilators & repair of M.S. Steel partitions etc. complete as per the direction of Engineer-in- Charge. All work attended during 9.00 AM to 6.00 PM daily.	2	12	each worker per month	21264.00	510336.00

10	Providing supervisor to supervise the complaints for civil works in Enquiry office, giving these complaints to respective workers, liasioning with the client Deptt. Reviewing and making abstract of the complaint giving daily status of complaints to Junior-Engineer in-Charge etc. complete as per direction of Engineer-in- Charge All work attended during 9.00 AM to 6.00 PM daily for a month by One Graduate person shall be treated as one job	3	12	each worker per month	23382.00	841752.00
11	Providing services of Computer Operator having 5 years or more experience working in PWD/Govt./any organization elementary knowledge of smooth operation of computer as required for preliminary estimate, detailed estimate, justification, NIT, E.I.S, D.I.S preparation of monthly reports, quarterly report for various categories of works, parliament / assembly questions scheme wise plan outlay quarterly scheme wise financial progress report, letter (Division office) budget report etc. and update the Works Information System & issue Joining & Relieving Orders through PIMS. Timing from 9:30 a.m. to 6:00 p.m	2	12	each per month	25118.00	602832.00
	Total					1,99,93,224.00

(Rs. One Crore Ninety Nine Lac Ninety Three Thousand Two Hundred TwentyFour only)

Condition:-

1. The work shall be carried out as per direction of the Engineer-in-charge.
2. Payment shall be made by the 5th day of each Month. If the Payment has not been made by 5th day of month @ 2% per month on monthly gross salary will be penalized (Penalty will be calculated per day basis).
3. Payment of Wages to every worker shall be paid to him direct by contractor through Bank cheque or ECS, RTGS or online transfer to his bank account. (Circular No. DG/SE/CM/CON/283 Dated 05.5.2015)
4. Monthly payment should be deposit in the worker EPF/ESI account and bonus shall be paid to workers employed as per govt. direction.
5. The work shall be carried out as per direction of the Engineer-in-charge.
6. Minimum wages as per Delhi Government notification must be paid to workers.

**Junior Engineer (c)
(civil)**

Consultant

EXECUTIVE ENGINEER/DTU

