

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	22-09-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	22-09-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Delhi
विभाग का नाम / Department Name	Training And Technical Education Department Delhi
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	North West Zone
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : buycon3.hedd.dl@gembuyer.in Buyer Email id: ic-gadtu@delhi.gov.in
वस्तु श्रेणी / Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Secondary School; Admin
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	240 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1600000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Registrar

Delhi Technological University, Bawana Road, Shahbad Daulatpur, Delhi-110042

(Registrar, Dtu)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting

documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.

3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.

5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per NIT

Scope of work & Job description:[1787909293.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1787909319.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-09-2026 11:00:00	General Admin Branch, Delhi Technological University, Shahbad daulatpur, Bawana Road, Delhi-110042

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Secondary School; Admin (220)
तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	Secondary School
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowances 1	0

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Kuldeep Kumar Sarsar	110042,DELHI TECHNOLOGICAL UNIVERSITY, Shahbad Daulatpur, Main Bawana Road, Near Sector 17 Rohini, Delhi, India	220	• Minimum daily wage (INR) exclusive of GST : 784 • Bonus (INR per day) : 65.26 • EDLI (INR per day) : 0 • EPF Admin Charge (INR per day) : 5.77 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 25.46 • Provident Fund (INR per day) : 69.23 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules)

shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



DELHI TECHNOLOGICAL UNIVERSITY

(Formerly Delhi College of Engineering)
Shahbad Daulatpur, Bawana Road, Delhi 110 042
Tel: +91-11-2729 4673, e-mail: ga@dtu.ac.in



TENDER DOCUMENT

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



DELHI TECHNOLOGICAL UNIVERSITY

(Formerly Delhi College of Engineering)
Shahbad Daulatpur, Bawana Road, Delhi 110 042
Tel: +91-11-2729 4673, e-mail: ga@dtu.ac.in



NOTICE INVITING TENDER FOR PROVIDING SEMI-SKILLED WORKMEN

INSTRUCTIONS TO BIDDERS

1. GENERAL: -

- 1.1 The present tender is being invited for Semi-Skilled Workmen under which the agency shall provide manpower as specified in the SCOPE OF WORK, at Delhi Technological University, Delhi and East Delhi Campus, Vivek Vihar, Delhi. The annual Estimated cost of the tender is Rs. 8,00,00,000/- (Rupee Eight Crore Only)

2. ELIGIBLE BIDDERS: -

- 2.1 Agencies or Companies or Subsidiaries or PSUs or Societies or Trust or Nigam, which are fully/ substantially/ partially owned by Central Govt. or State govt. or UT Govt. only.

3. QUALIFICATION OF THE BIDDERS: -

- 3.1. Bidder must be substantially engaged in similar kind of work i.e. familiar for providing such kind of manpower based services as mentioned under heading "Scope of Work" in India for Central / State Governments / PSUs / autonomous body; during the last three financial years familiar for providing such kind of manpower based services.
- 3.2. The Bidder should have a minimum average turnover of at least Rs. 2,40,00,000/- (Rupees Two Crore Forty Lakh Only) for the last three audited financial years. (Copy of Annual Audited Financial Statements for the last three years should be submitted).
- 3.3. **The Company / Firm / Society / Trust / Nigam must be registered with Employees' Provident Fund Organization and Employees' State Insurance Corporation and having necessary permission for providing manpower as per extant rates & guidelines of Govt. of NCT of Delhi.**
- 3.4. Satisfactory Performance Certificate (attested scanned copies) issued by clients to the tender for last three years).
- 3.5. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit by the Agency.
- 3.6. Bidder shall upload a copy of PAN card No. under Income Tax Act.
- 3.7. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.8. Each Bidder (each member in the case of partnership firm/joint venture/ consortium) or any associate is required to confirm and declare with



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his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency / commission or any payment which may be construed as an agency/ commission will be paid and that the tender price will not include any such amount. If the Delhi Technological University subsequently finds to the contrary, the University reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

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

4. ONE BID PER BIDDER:

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

5. COST OF BID: -

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

6. VISIT TO UNIVERSITY: -

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

7. Duration of Contract: -

The Contract shall be valid initially for one year and the University reserves the right to curtail the validity of contract & be extended on the same terms and conditions for another one year.

8.1. BID for Semi-Skilled Workmen: -

8.1.1. The agency shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs 16,00,000/- (Rupees Sixteen Lakhs only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank



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Guarantee from a commercial bank in an acceptable form in favor of Registrar, Delhi Technological University along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. **The EMD has to be submitted physically before the last date and time for submission of tender. Bid not accompanied by EMD shall be rejected.**

8.1.2. Any tender not accompanied by Bid Security (except exemption as per provision of GeM/Govt. of NCT of Delhi/Govt. of India) shall be rejected.

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

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

8.1.5. 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.

9. Submission of Bids: -

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

- a) Bid Security
- b) Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- c) Self-attested copy of PAN No. card under Income Tax Act;
- d) Self-attested copy of GST /Service Tax 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) Copy of document towards fulfillment of eligibility as per clause 2.1 of NIT;
- j) Self-attested copy of ISO Certification.
- k) Undertaking on Non-Judicial Stamp Paper of Rs. 100/- as per Annexure - A



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SCOPE OF WORK OF THE AGENCY

The agency shall provide the 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

S. No.	Details	Required in numbers (Approx. figures) #	Wages Details
1.	Semi-Skilled Workmen (MTS)	220	Annexure – B

Numbers of Manpower may increase/ decrease as per the requirement of the university.



TERMS AND CONDITIONS OF THE CONTRACT

1. The DTU will award the successful bidder through GEM who is eligible & qualified to perform the contract satisfactorily as per the terms & conditions. The successful bidder will issue letter which shall prescribed the amount which will pay the agency in consideration execution of work / services by the agency as prescribed in the contract. The successful bidder will be required to execute a contract agreement within a period of 07 days from the date of issue of letter of offer. The successful bidder shall be required to furnish a **5% Performance Security of tendered amount** within 07 days of receipt of "Letter of Offer" for an amount in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in favour of Registrar, Delhi Technological University. The Performance Security shall remain valid for a period of two months beyond contract period. In case the contract period is extended further, the validity of Performance Security shall also be extended by the agency accordingly. Failure of the successful bidder to comply with the requirements of all the clauses of the contract shall constitute sufficient grounds or the annulment of the award and forfeiture of Performance Security during the course of contract, if any of agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University will be recovered from the agency or shall be entitled to terminate the contract forthwith duly forfeiting the agency's Performance Guarantee
2. The Semi-Skilled workmen engaged should have minimum qualification as prescribed by the University.
3. 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.
4. 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.
5. 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.
6. 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.



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7. 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.
8. In case the 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.
9. 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 Performance Guarantee.
10. The workmen provided 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, 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 workman.
11. The Contractor shall abide by and comply with all the relevant laws & statutory requirements including the Labour Laws, minimum wages and Contractor Labour (Regulation & Abolition) Act 1970, EPF, ESI, Workmen's Compensation Act 1923, Payment of Wages Act 1936, Payment of Bonus Act 1965, Income Tax Act, GST Act, with regard to the person engaged. The University will provide the basic wages with EPF, ESI in conformity with the latest minimum wages notified by Labour Department, Govt. of NCT of Delhi amended from Time to Time.
12. 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.
13. The antecedents of workmen deployed shall be verified by the agency from local police authority and an undertaking in this regard to be submitted to the DTU.
14. 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.

15. In case of 05 (Five) working days in a week, the manpower will be entitled to 08 (Eight) Casual leaves per year on pro-rata basis and in case of 06 (Six) working days in a week, the manpower will be entitled to 15 (Fifteen) days casual leave per year on pro-rata basis as per the provisions of the GeM. Beyond specified leaves as applicable, leave will be treated as leave without pay for which necessary deduction will be made by the buyer in the amount billed by the service provider, if no replacement of the manpower is provided.
16. All liabilities arising out of accident or death while on duty shall be borne by the agency.
17. All necessary reports and other information will be supplied immediately as required and regular meeting will be held with the DTU.
18. Agency and its workmen shall take proper and reasonable precautions to prevent 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.
19. The workmen shall not accept any gratitude or reward in any shape.
20. 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 be charged/ deducted from the bill/ amount of awardee agency. The decision of the University will be final and binding on the agency.
21. The agency shall do and perform the administration, superintendence and conduct of the arrangements as per the direction enumerated in the NIT and in accordance with such directions, which the DTU may issue from time to time and which have been mutually agreed upon.
22. 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.
23. The personnel engaged should be extremely courteous in dealing with the workmen and other public. 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.
24. The successful bidder will arrange its own mechanism to record the attendance which will be required to be submitted along with the bills submitted on monthly basis for verification. Before or up to the 7th of every month, the disbursement of wages 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 wages to deployed workmen. A penalty of Rs. 50,000/- will be levied in case of disbursement of salary/wages to the workmen after 07th of the month, which shall be increased to Rs 1,00,000/- in case the disbursement is made beyond the 15th of the said month.

25. The payment would be made at the end of every month based on the actual duties performed (on the basis of Bio – metric attendance recorded at the level of the DTU) by the personnel supplied by the agency and based on the documentary proof of the DTU. No other claim on whatever account shall be entertained by the DTU.
26. 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) 2% 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.
27. 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.
28. 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/penalty. The concerned agency's personnel shall attend the court as and when required.
29. 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.
30. The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the DTU.
31. All the workers employed by the contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from DTU in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees



shall entirely be the dispute between them only. DTU shall not in any manner be a party to it. The contractor will take all necessary steps for the redressal of such disputes and shall be solely responsible for the outcome. In case, any legal case either in the labour court or any other court filed by the personnel and DTU is a party in it, in that case the expenditure incurred by DTU for hiring a lawyer and court expenses the same will be borne by the contractor.

32. **JURISDICTION OF COURT:** - The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

33. **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.

34. 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.
35. 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.
36. If the agency is a joint venture of two or more agencies, 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.
37. The contract period is for one year from the date of the commencement (as mentioned in Notice to Proceed.)
38. 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.
39. 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.

40. 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.
41. The agency shall not engage any such sub agency or transfer the contract to any other person in any manner.
42. The bidder should be registered with the concerned authorities/Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable).
43. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years old.
44. The University shall not be responsible for providing residential accommodation to any of the employee of the agency.
45. 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 the workers of the agency.
46. 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.
47. 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.
48. 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.
49. 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.
50. The University will not entertain any complaint from the deployed workmen in regard to non-release of salary to them, it will be sole responsibility of the awardee agency to handle the issue(s) without any hurdle in the service.
51. No registration fee & No joining fee if any, will be charged by the agency from the workmen before joining otherwise penalty will be imposed of **Rs. 50,000/-**



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per person.

52. The successful bidder will obtain labour license within 30 days from the date of award of contract. In case the contract period is further extended, the contractor will get the labour license renewed for such duration of contract within the stipulated time period. In case the contractor fails to obtain the labour license within stipulated time, a penalty of Rs. 5000/- per day will be imposed upon the contractor.

53. 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 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 behavior of the Workmen must be decent towards the stakeholder ii) They should not smoke and spit on the walls/floors etc.	Rs. 500/- for every instance.
4. Copy of individual ESI Card issued to each Workmen	The 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.



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6. Payment of Workmen	The Agency will pay monthly wages to their Workmen on or before 7 th of every month by ECS only.	Before or upto the 7 th of every month, the disbursement of remuneration should be done though 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 th of the month, which shall be increased to Rs 1,00,000/- in case the disbursement is made beyond the 15 th of the said month. Any further delay would lead to termination of the Contract & may lead to forfeiture of Performance Guarantee.
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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.



ANNEXURE - A

UNDERTAKING

(To be executed on Rs. 100/- Non judicial Stamp Paper)

1. I/ We the undersigned, certify that I/ We have gone through the terms and conditions mentioned in the tender documents and undertake to comply with all of them.
2. That no Civil / Criminal/ Income Tax/ Service tax/ GST case is pending against my firm.
3. My Firm has not been debarred or blacklisted by any Government, Quasi Government, PSU or Autonomous Organization. An undertaking to the effect that the Firm / Company has not been blacklisted / debarred by any Government Department nor has any civil or criminal case pending against it in any court of law in the country.
4. My firm has not defaulted on any bank/financial institute loans in the past. There is no statutory dues or disputed liability.
5. The rates quoted by me/ us are valid and binding on me/ us for acceptance for the entire period of contract.
6. I/ We undersigned hereby bind myself/ ourselves to the Registrar, Delhi Technological University, Delhi to provide manpower services in Delhi Technological University, Delhi during the period of contract.
7. The Performance Guarantee deposited by me shall remain in the custody of the Registrar, Delhi Technological University, Delhi till two months after the expiry of the contract.
8. I/ We shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, Gratuity, as applicable from time to time for the workers employed for provide manpower services.
9. In case of any lapse occur on my part or on my staff while discharging the services the university authorities may cancel my/ our contract and award the work to another agency and the costs difference may be recovered from me/ us and can forfeit Performance Guarantee.
10. In the event of any breach/ violation of the terms and conditions, the Competent Authority shall be at liberty to terminate my contract and can forfeit the Performance Guarantee deposited by me/ us.
11. I/ we will be wholly responsible for provide manpower services at Delhi Technological University, Delhi-110042 and will ensure deployment of adequate staff to provide, quick clean and efficient service and also responsible to pay all taxes as applicable to Tenderer. I shall also be responsible for behavior/ act of employees engaged by me for provide manpower services in the University.
12. I/we shall be responsible for health and injury caused to the worker while working in the University.
13. I/we shall be responsible for any loss or damage to the university property by the employee engaged by me/ us.
14. The Vice Chancellor, Delhi Technological University, Delhi has the right to accept or reject any or all the tender without assigning any reason. The decision of the Vice Chancellor, Delhi Technological University, Delhi will be binding upon me.



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15. I/we shall also be responsible to pay all taxes as applicable to the Government like Income Tax GST, and Service Tax etc.
16. I/we shall be responsible for any theft/ loss/ damage to university property/ fixtures and I will rectify/ replace the same.
17. I/we shall indemnify DTU from all losses/claims that may arise due to my action/inaction.
18. I/we undertake that I/We have not been blacklisted/debarred by an Central/State Govt./Deptt./Body & PSU's.

Signature of the Tenderer

Name of the firm/ Tenderer
Seal of Firm



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ANNEXURE - B

S. No.	Particulars	Semi-Skilled
		Non-Matriculate
1.	No. of posts	220
2.	Tenure in months	12
3.	No. of working days in a month	26
4.	Pay Days	31
5.	Minimum Wages (INR Per Month)	20371
6.	Minimum Wages (Per Day)	784
7.	Provident Fund (Per Month)	12% upto Rs. 1800/-
8.	Provident Fund (INR Per Day)	69.23
9.	ESI (Per Month)	3.25%
10.	ESI (INR Per Day)	25.46
11.	Bonus (Per Month)	8.33% upto Rs. 21,000/-
12.	Bonus (INR Per Day)	65.26
13.	EPF Admin Charge (Per Month)	1% upto Rs. 150/-
14.	EPF Admin Charge (INR Per Day)	5.77