# WIT (0

### **INDEX**

# Name of Work: - Upgradation/Renovation of existing infrastructure of the library building & Canteen at DTU Campus

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### **PART-A**

Tender for Architectural Consultancy service for preparation of final BOQ and Detail Architectural and Structural drawings for upgradation/Renovation of existing infrastructure of the library building & Main Canteen at DTU Campus.

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### NOTICE INVITING TENDER

N.I.T. No.

DTU/Engg. Cell/0086/2024-25/Civil

Name of work

Upgradation/Renovation of existing infrastructure of the library building &

Main Canteen at DTU Campus.

**Estimated Cost** 

Rs. 6,25,000/-

**Earnest Money** 

Rs. 12,500/- (in favour of Registrar DTU, Delhi.)

Performance Guarantee 5% of tendered and accepted value of the work.

Security Deposit

2.5% of the tendered cost.

Time Allowed

As per schedule given in NIT.

This NIT is amounting to Rs. 6,25,000/- (Rupees Six Lakh Twenty Five Thousand Only) contains pages from 1 to 38 (One to Thirty-Eight).

J.E. (Civil)

A.E. (Civil)

EE,DTU

# INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

The Chief Project Officer, Delhi Technological University, Bawana Road, Delhi on behalf of DTU invites online percentage rate bids in two bid system from approved and eligible contractors of CPWD enlisted in appropriate category/class and those of appropriate list of M.E.S., BSNL, Railway, DDA and State PWD (B&R) in appropriate category/class who full fill the edibility criteria for the following work (s):

S. No.	NIT No.	Name of work & Location	Estimated cost put to tender	Earnest money	Period of completion	Last date & time of submission of bid. EMD, e-tender processing fee and other documents as specified in the Press Notice.	Time & date of opening of bid
1	2	3	4	5	6	7	
1.	DTU/Engg. Cell/0086/2024-25/Civil	Upgradation/Renovation of existing infrastructure of the library building & Main Canteen at DTU Campus.	Rs. 6,25,000/-	Rs. 12,500/-	As per schedule given in NIT	/ Up to 03.00 PM	/ Up to 03.00 PM

- The intending bidder must read the terms and conditions. He should only submit his bid if he considers himself eligible 1. 2.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed 3. and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and 4.
- Those bidders are required to get registered themselves on website mentioned above for tendering. If needed they can be The intending bidder must have valid digital signature to submit the bid. 5. 6.
- On opening date, the bidders can login and see the bid opening process. After opening of bids he will receive the bidders can upload documents in the form of JPG format and PDF format. 7.

#### 1. Eligibility Criteria

# List of Documents to be scanned and uploaded within the period of bid submission:

Payment of Bid Security (Earnest Money Deposit): The EMD may be submitted through FDR/ECS/RTGS/NEFT direct to receipt account of Registrar, DTU as detail given below and receipt of proof of ECS/RTGS/NEFT shall be uploaded with

DTU EMD Account No.	30875679275 (Registrar, DTU)
Name of Bank	State Bank of India
Bank Address	DCE Campus, Shahbad Daulatpur, Bawana Road, Delhi- 110042.
IFSC CODE	SBIN0010446
BRANCH CODE	10446
MICR CODE	110002438
SWIFT CODE	SBININBB544

This amount shall be refunded in case of rejection of the bid. Photocopy of proof of FDR/ECS/RTGS/NEFT shall be sent to DTU up to Last Date and Time for receipt of tenders through e-procurement solution.

The technically and financially sound Consultancy firms who fulfil the following basic requirements are eligible to participate in this tender:

- a. The Design Consultant firm should have experience of having successfully completed similar works during the last 7 years ending previous day of last date of submission of the bid be either of the following:
  - "Similar work" shall mean preparation of DPR / Feasibility, detailed design and engineering etc. i. in the field of Building / Infrastructural Development works.
  - For evaluation purpose, the completion cost of works mentioned in the completion certificate ii. shall be enhanced by 7% per annum till the end of month prior to date of NIT.
  - The joint ventures/Consortium are not accepted. iii.

Three similar completed works each costing not less than the amount equal to 40% percent of the Or

Two similar completed works each costing not less than the amount equal to 50% percent of the

One similar completed works each costing not less than the amount equal to 80% percent of the

- Should have had average annual financial turnover of minimum 50% of estimated cost during the last three Should have had average annual limited turnover of minimum by Chartered Accountant and supported with consecutive financial statements to be submitted by bidder.
- Bidders should not have incurred any loss in more than two years during the last five consecutive Bidders should not have incurred any loss in more than the years during the last five consecutive financial years, ending 31.03.2024, Copies of Balance sheet and statement of profit & loss certificate dully Charlesed Accountant to be submitted. (Bidder shall submit the copies duly comics dully financial years, ending 31.03.2024, Copies of Balance should be submitted. (Bidder shall submit the copies duly certified by a d)
- Chartered Accountant,

  Should have a Banker's Certificate from a Commercial Bank of the amount equal to 40% of the Estimated Three T Should have a Banker's Certificate from a Commercial Bank of the amount equal to 40% of the Estimated Cost put to Tender (ECPT). The bankers certificate should not have been issued earlier than Three months

e) Net Worth Certificate of minimum 10% of the estimated cost put to tender issued by certificate Chartered Accountant with Unique Document Identification Number (UDIN). The net worth certificate shall be of the last financial year ending 31st March 2024.

The Banker's certificate & Net worth Certificate shall be in the format prescribed in Annexure-C.

- MSMEs are exempted for submission of EMD & Tender fee. However, they have to submit valid MSME certificate of appropriate category along with a notarized undertaking that they shall not back out and shall start the work immediately if awarded, as per the schedule and technical specifications failing which they will be liable for necessary action as per the Competent authority, DTU.
- Notwithstanding anything stated in tender, DTU reserves the right to assess the capabilities and capacity of the bidder to perform the contract, in the overall interest of DTU. In case, bidder's capabilities and capacities are not found satisfactory, DTU reserves the right to reject the tender.
- h) Even though an applicant may satisfy the eligibility criteria, DTU reserves the right for not issuing order if he has record of poor performance such as abandoning work, not properly completing the work, delay in execution of work, poor quality of work, financial failure / weakness etc.
- The experience certificates issued by Government Organizations/ Semi Government Organizations/ State Government Public Works Department/ Central Government/ Public Sector Undertakings/ Autonomous Bodies/ Municipal Bodies/ Public Limited Companies listed on BSE/ NSE and private party shall be accepted for assessing the eligibility of the tenderer. However, the certificates issued by Public Limited Company & Private Party must be supported by work order & TDS certificates for completed consultancy fee value.
- j) Completion certificates from the client should be in the name of the bidder who is submitting the tender. The bidder has to produce original documents for their verification as and when demanded by DTU. The tender of any bidder shall be rejected if on detailed scrutiny; documents submitted along with the tender are found to be unsatisfactory/forged. The decision of DTU in this regard shall be final and the binding on the bidder.
- k) Bidder to submit undertaking regarding details of Constitution of firm/company along with the details of its Director as per the enclosed format (Annexure-A) and Statutory Compliances as per the enclosed format (Annexure-B).
- Bidders are advised to submit their respective bid after visiting the Project site and ascertaining themselves to the site conditions, traffic, location, surroundings, climate conditions, transportation of materials, communication facilities, availability of power, water & other utilities for construction, availability of local labour, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

It is mandatory to visit site by the bidder before submitting their bid. Bidder has to furnish undertaking/ self-certification with their bid that they have visited the sites, as per the Annexure-I.

- f) Should have registered with Council of Architecture (COA).
- g) Should have valid Permanent Account Number (PAN) of Income Tax and GST registration

The bidders may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

- Representation in the forms, statements and attachments submitted in the pre- qualification document
   They have submitted in the pre- qualification document
- ii. They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

- iii. If the bidders attempt to influence any member of the evaluation committee.
- iv. If the uploaded online documents are found not legible.
- v. DTU reserves its right to take appropriate action including disqualification of bidder(s) as may be deemed fit and proper by DTU at any time without giving any notice to the bidder in this regard. The decision of DTU in the matter of disqualification shall be final and binding on the bidder.

The credentials of the Bidders shall be verified and inspection of the works, if required, to be carried out by DTU. If not found satisfactory, their bid will be considered non-responsive.

Further details can be seen at https://dtu.ac.in

Chief Project Officer/E.E./DTU

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the NIT. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated in the NIT for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information/ documents as asked for as per the NIT.

Bidders who qualify as per the eligibility criteria given above will be shortlisted based on the documentary evidences submitted by the bidder and Price bid of qualified bidder shall only be opened with prior intimation to the bidder.

Even though a bidder may satisfy the above requirements, they would be liable to disqualification if:

- a) They have made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre- qualification document.
- b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contract, inordinate delay in completion, consistent history of litigation/arbitration awarded against the bidder or any of its constituents or financial failures due to bankruptcy etc. in their on-going / past projects.
- c) They have submitted incompletely filled in formats without certified supporting documents/credentials to establish their eligibility to participate in the Tender and Tender Fee/EMD unless otherwise exempted as per condition of the tender.
- d) They attempt to influence any member of the committee. DTU reserves its right to take appropriate action including disqualification of bidder(s) as may be deemed fit and proper by DTU at any time without giving any notice to the bidder in this regard. The decision of DTU in the matter of disqualification shall be final and binding on the bidders.
- e) If any credentials are found to be fraudulent/fabricated, then not only tender will be rejected but also EMD shall be forfeited and action will be taken to debar the fraudulent bidder for future DTU tenders.

Selection of the Architectural Firm/Consultants shall be evaluated subject to verification of their credential and inspection of similar works (if required) carried out / in progress by them, through a Technical Committee of experts.

- 5) Tender documents comprising of the following are available on the website of DTU: https://www.dtu.ac.in
- 6) In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- 7) Interested bidders have to necessarily register themselves on the portal https://govtprocurement.delhi.gov.in Bidders can seek help from the customer service over telephone provided in the portal helpdesk.

For proper uploading of the bids on the portal namely <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting helpdesk directly, as and when required, for which contact details are provided in the portal. DTU in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding

DTU in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.

The address of the tender inviting authority is given at SL NO. 14.

- 8) Bidders are requested to submit all the required documents along with EMD, Tender Fee, Power of Attorney, Affidavits etc. along with their bid in due course of time. Bidders claiming for MSME exemptions for EMD & Tender fee must be submit their registration certificate whichever applicable as per NIT. DTU shall not the responsible for any internet issues, portal issues etc. which may cause delay in bid submission. Hence, bidders are requested not to wait for the last minutes for submission of their bids.
- 9) The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the DTU's website/DPP portal https://govtprocurement.delhi.gov.in the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.
- 10) The bidders should note that the credentials such as value and volume of works completed as submitted by the bidders along with their offers may be forwarded by DTU to the owner, for their opinion. The offer of the bidders against whom the Owner does not give satisfactory remarks shall be rejected by DTU.
- 11) The price bid will be opened of those bidders who are found to be prima-facie technocommercially acceptable and qualified; based on the documents submitted at the time of bid submission and subject to confirmation of authenticity of the PQ documents/ Tender fee, EMD etc. from the concerned department/ bank. Hence the intending bidders are advised to furnish their valid email id and contact phone number along with the techno-commercial part. In case the PQ documents such as work experience certificate, bank certificate etc. submitted by a bidder are found to be fake, the bid will be rejected by DTU without making any reference to him.

Further such a bidder shall be at a risk of losing his right to participate in any tender called by DTU for a minimum period of one year or as decided by Competent Authority, DTU.

Bidder should also furnish the relevant mandatory information as per the format given duly signed in the company's letterhead.

- 12) DTU reserves the right to accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. No claim shall be entertained in this regard.
- 13) In case of tie-tender, where two firms are bidding lowest, DTU reserves the right to split the work among these bidders and / or DTU will reserve the right to award the tender to any one of such bidder.
- 14) Tender documents shall be submitted online addressing to:

Chief Project Officer/E.E.,

Delhi Technological University,

Bawana Road, Delhi-110042

Bawana Road, Deini-110042

For more information, bidders can visit websites as: <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>

15) Conflict of Interests: A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Conflict of Interests: A Bidder snall not have a conflict of Interest shall be disqualified and liable for forfeiture of the BID Bidder found to have a Conflict of interest small be disqualified and flate for forreiture of the BID Security / EMD. An undertaking to be furnished in this regard that there is no conflict of interest as per D A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process as per Security / EMD. An undertaking to be turnished in this regard that there is no conflict of interest as pe the Annexure –D. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) A constituent of such Bidder is also a constituent of another Bidder;

OR

(ii) Such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder;

OR

(iii) Such Bidder has the same legal representative for purposes of this Application as any other Bidder;

OR

(iv) Such Bidder, has a relationship with another Bidder directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other;

OR

(v) Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

### 16) Bidder(s) may please be noted:

- i. No documents are required to be submitted offline by the bidders.
- ii. The bidders to submit, the scanned copy of Tender fee receipt after depositing the tender fee online in DTU's Bank Account (as mentioned in NIT) along with the online bid.

The scanned copy of Bid security/ EMD as mentioned in the NIT (Insurance surety bond, Bank Guarantee, DD, Bankers Cheque etc.) shall submitted by the bidders with their online bid. However, the original of same shall be submitted by the bidder at the later stage as when required by DTU.

# **UNDERTAKING**

(To be submitted by bidder on their Company's Letter Head)

Ref: NIT No.: Dated: Name of
Tender:
This is to confirm the following persons are the present Directors of the company/firm:
1.
2.
•
•
It is further confirmed that none of the above Directors is associated with any other company/firm which is quoting for the above referred tender of DTU.
The details of constitution of M/s is submitted along with this annexure.
In case, at any later stage the above information is found incorrect, DTU can cancel our Bid/LOI/Contract Agreement and may take any suitable action deemed fit against our company.
Date:  Authorised Signatory CEO/Proprietor/MD

Name & Seal of the Company

### **Undertaking of Statutory Compliance**

(To be submitted by bidder on their Company's Letter Head)

Sub: Tender for
NIT No.:
We do undertake that, if the work is allotted to us, we shall comply with all the statutory requirement including approvals/certifications from concerned Government authority for the said work at our own cost within stipulated time.
Date:
Authorised Signatory  Name & Seal

### BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./ Sh
address,as a Customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs
(Rupees)
This certificate is issued without any guarantee or responsibility on the bank or any of the officers.
(Signature) For the Bank
NOTE
1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the
Bank.
FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT
"It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s
Unique Document Identification Number (UDIN)
Name of Chartered Accountant
Membership No. of ICAI  Date and Seal

### **DECLARATION**

(To be submitted by bidder on their Company's Letter Head)

Ref: NIT No.:		Dated:					
Name of Tender:							
We hereby declare that, referred in NIT.	we do not have	any conflict	of interest	for the	above s	said	work a
Date:							
			ž.	Aı C	ithorised EO/Prop	d Sign	natory r/MD
			N	lame & S	eal of th	ne Co	mpany

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### Annexure-I

# Site Visit Certificate (To Be Submitted on Company's Letter Head)

To,	
Delhi Tech	ct Officer/Executive Engineer nological University, pad, Delhi-110042
Ref:	
NIT No:	
	rence to the site visit for the above mentioned tender. In this connection it is stated that he above mentioned site.
I/ we have stu requirement of for the above	idied/ assessed the tendered work and also assessed the prevailing local conditions/detail of the project work. I/we got acquainted myself/ ourselves before submitting my/ our bid said tender.
Date the	day of
SIGNATURE	OF TENDERER:
NAME (CAP	ITAL LETTERS):
ADDRESS:	

SEAL OF TENDERER

### **TECHNICAL EXPERIENCE**

Work experience Certificates for following works are enclosed

SI No.	Name of Work	Name of Client	Value of Work	Completion Status

Annexure- - 'F'

# FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars		Financial Year				
	2023-2024	2022-2023	2021-2022	2020-21	2019-20	
i. Gross Annual turnover on Consultancy Services (In Lakhs)						
ii. Profit / Loss						
iii Net Worth						

### II. THE FOLLOWING CERTIFICATES ARE ENCLOSED:

- (a) Copy of Balance Sheet / Profit & Loss account
- (b) CA Certificate for Turnover from Consultancy Services.
- (c) CA Certificate for Profit & Loss and net worth in last five years.
- (d) Copy of PAN & GST Registration Certificate

### AGREEMENT FOR CONSULTANCY SERVICES

( OH MON-DUDIUAL STAMP PAPER OF WORTH PS. 145/-)

This agreement made at New Delhi on day of between the Delhi Technological University, New Delhi (hereinafter referred to as the "DTU" which expression shall include its successor and assigns) of one part and $M/s$
the context or meaning thereof, include their respective heirs, executors, administrators and assigns of the other part.
WHEREAS, DTU, has been appointed as Execution Agency and has been retained as agent by for the work pertaining to '
Now therefore, this agreement witnesses that the said M/s
shall be referred to as "Client" in this agreement.
Now this agreement witness as under:
2.0.0 Scope of Work

In consideration of the fees hereby agreed to be paid to Associate Consultant, the Associate Consultant shall faithfully, expeditiously, economically and honestly perform the following service:

- 2.1.0 Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the DTU and obtaining requirements of project and attending meetings at site of work or as and when required by DTU.
- 2.1.1 To prepare Detailed Project/Work Report, (DPR), architecture, planning, Detailed Engineering, Structural drawings, design & Technical specifications including DPR with Bill of Quantities and Tender documents required in accordance with latest IS Codes & CPWD Specifications.
- 2.1.2 Based on available DPR and interaction with DTU and submission of "cost estimates" indicating specifications to be adopted for various buildings/ structures/ services / equipment facilities etc. and getting necessary approval from client.
- 2.1.3 Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every building/ structure / equipment / facilities etc. including internal & external services complete and including getting necessary approvals from client and Statutory Bodies wherever required.

- 2.1.4 A Preparation and submission of detailed Architectural drawings, designs and specifications building/Structures/equipment's etc. for construction and releasing to site including getting necessary apply 3.0.0
  - Collection of all data and preparation of Environment Impact Assessment report and getting EIA clearance of project from concerned authorities of state and Central Government as if required.
- 2.1.5 Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings / structures suitable for construction and release at site including getting necessary approvals.
- 2.1.6 Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required) based on approved Architectural drawings. For various buildings/ structures complete, suitable for construction and release to site including getting approvals wherever required.
- 2.1.7 Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, fire-fighting, electrification, fire detection, HVAC, lifts, telephones, PABX, public address system, communication, networking, acoustics and other specialized services as per the requirements of the project/work suitable for construction and release to site including getting necessary approval from client, wherever required.
- 2.1.8 Preparation of designs drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, water supply In-take arrangements, telephone system, and other related schemes, landscaping, horticulture, and any other specialized extra services as per project/work requirement and release to site including getting necessary approvals, wherever required.
- 2.1.9 Preparation and submission of detailed bills of quantities, detailed estimate including preparation and submission of detailed take off calculation sheets, analysis of rates and tender documents for all works covered under clauses 2.1.5, 2.1.6 to 2.1.9 including issue of adequate number of tender documents along with necessary drawings for the purposes of inviting tender including giving necessary advice (if required) in deciding the award of work. Separate tender documents may be required to be submitted for different works as decided by DTU. The Associate Consultant will provide market rate justification of each item of bill of quantity on the pattern of CPWD market rate analysis / as per DTU's requirement at the time of invitation of tender by DTU.
- 2.1.10 Carrying out all modifications/ deletions /additions / alteration in design / drawings/documents as required by DTU for proper execution of works at site till completion and handing over of the project.
- 2.1.11 Periodic supervision of works to ensure adherence on the part of the contractor's execution of work as per detailed drawings and specifications, including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for work at site.
- 2.1.12 Preparation and submission of completion reports, completion drawings and documents for the projects/works as required and acceptable to DTU including getting necessary completion certificates, from statutory bodies wherever required.

Mode of Payment 3.0.0 On completion of work under clause

3.1.0 Advance on award of work	Nil	of total Consultancy fee (Upon signing of agreement after receipt of initial advance from Principal Employer)
2.1.0 to 2.1.3	15%	of Total consultancy fee
2.1.4 to 2.1.5	20%	-DO-
2.1.6	20%	-DO-
2.1.7	10%	-DO-
2.1.8	10%	-DO-
2.1.9	05%	-DO-
2.1.10 TO 2.1.11	15%	-DO-
2.1.12	5%	-DO-
	100%	-DO-

DTU shall release running payments on pro-rata basis for various stages depending upon extent of their completion and decision of DTU in this regard shall be final.

(Upon signing of agreement and

#### 4.0.0 TERMS AND CONDITIONS

- The contractor whose bid is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the 4.1.1 tendered and accepted value of the work amount within the period specified in Schedule F. This guarantee shall be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'; including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid Performance guarantee.
- 2.5 % of the fees payable to Associate Consultant shall be retained from the running bills as "Security Deposit" in 4.1.2 addition to the Performance Guarantee and the Performance Guarantee shall be released after completion of the project and Security Deposit after the Defect Liability Period of 01 (One) year from the date of completion of the work.
- The fees payable and already paid at various stages shall be adjusted at the last stage of the payment given under 4.1.3 para / clause 3.0.0.
- The Associate Consultant undertakes to design, redesign, modify and make changes in the design, drawings, 4.1.4 details, vetting of shop drawings etc., any number of times, till they are finally approved by DTU as required for completion, trial run, defect liability period and handing over of the project/work to DTU, within the fees agreed by the Associate Consultant in para 3.0.0 and nothing extra shall be payable to Associate Consultant in this regard.
- The Associate Consultant shall prepare necessary models & walk through presentation, if required, in connection 4.1.5 with approvals of scheme prepared by them from client / statutory bodies etc. The cost of model & walk through presentation is included in fees mentioned in para 3.0.0 and nothing extra shall be paid by DTU.
- If at any time after award / start of work, the client decides to abandon or reduce the scope of work for any 4.1.6 reason whatsoever and hence not requires the whole or any part of the works to be carried out, DTU shall give notice in writing to this effect to the Consultant and release payment proportionate to the value of work done at site and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of

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any profit or advance which he might have derived from the execution of the works in full but which he derive in consequence of the foreclosure of the whole or part of the work.

- 4.1.7 The Associate Consultant shall supply free of charge to DTU, the following documents:
  - i) Three numbers of copies of project/work report referred in clause 2.1.2.
  - ii) Three sets of preliminary drawings, measurement sheets and estimates to be submitted to DTU.
  - iii) Three sets of complete detailed design calculations (structural and other services) including Supply,
  - iv) Three sets of each of all working drawings for Architectural Structural, Public Health, Electrical, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications / revision, if any.
  - Three sets of detailed estimates and rate analysis of all works.
  - vi) Adequate number subject to minimum 3 numbers of tender documents and drawings.
  - vii) Adequate number of additional design, drawings and other documents needed for proper execution of works.
  - viii) Three sets of completion drawings and detailed documents. In addition, associate consultant shall give to soft copies all above document for DTU's reference and record. In addition, Associate Consultant shall give two soft copies of all above documents for DTU's reference and record.

In addition, associate consultant shall give soft copies all above document for DTU's reference and record.

- 4.1.8 All design and drawing shall be the property of DTU and the name & LOGO of DTU shall be predominantly displayed on all the drawings and documents as "Prime Consultant". The originals of approved completion drawings be on good quality re-producible on tracing paper. The proprietary rights of design shall remain with DTU.
- 4.1.9 The Associate Consultant shall be fully responsible for evolving safe, economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on CPWD, state PWD, Specification, latest ISI codes of practices, legislation, other relevant bye-laws and good engineering practices. The Associate Consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bill of quantities and specifications shall be as per CPWD, norms or as desired by DTU.
- 4.1.10 The Consultant will give undertaking that all drawings, design, specifications, plans, estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The Associate Consultant will work out economic design and adopt specification so as to ensure that the estimate approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to DTU fresh designs / drawings / specifications / estimates and other documents within a period of the seven days from the date of notice issued by DTU in this regard. The consultant shall also indemnify DTU for losses due to such defective drawings / designs / specifications / estimates / other documents supplied by the consultant subject to a maximum of the consultancy fees.

4.1.11 The Associate Consultant shall ensure at detailed designed stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details / drawings given by the Associate Consultant, should not exceed by 3% (three percent) of the quantities / cost given by him at preliminary project report stage on the basis of which the project cost is approved by the DTU. In case DTU has to incur extra expenses due to execution of extra quantities / additional work to Complete the project; the same shall be recovered from the Associate Consultant upto the extent of maximum 15% (fifteen percent) of total consultancy fees

However, the above guarantee by Associate Consultant on quantity variation of 3% is on the understanding that basic parameters as considered by Associate Consultant during the preliminary project report stage remains unchanged. In case there is a major change in basic parameters, which could affect the quantities, the Associate Consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanctioned stage. Final decision in this matter will be taken as per discussion between DTU and Associate Consultant at that stage. Nothing extra shall be payable to Associate Consultant in this regard and the same is deemed to be included within the fee agreed by Associate Consultant in para 3.0.0.

- 4.1.12 While providing consultancy services, the Associate Consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequence / any actions due to any such infringement. Associate Consultant shall keep DTU indemnified all the times and shall bear the losses suffered by DTU in this regard.
- 4.1.13 The statutory deduction of income tax, or other taxes / dues shall be made from the payment released to Associate Consultant from time to time and same are deemed to be included in the Associate Consultants fees and nothing extra shall be payable to associate consultant in this regard.
- 4.1.14 The Associate Consultant shall get the structural design checked & vetted from reputed Technical Institute/College viz any NIT, IIT, CBRI, SERI, Govt. Engineering College, Engineering College of State/Central University before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the Associate Consultant and is deemed to be included in the fees mentioned in para 3.0.0. However, the checking of design and drawings of the Associate Consultant by technical institute as above shall not absolve the responsibility of the Associate Consultant.
- 4.1.15 This agreement may be terminated at any time by DTU upon one month's notice in writing being given to Associate Consultant, if the Associate Consultant's work is not found to be satisfactory according to the terms of the agreement. In case the agreement is terminated on account of Associate Consultant's work not being satisfactory, DTU will get the work done at the risk and cost of the consultant.
- 4.1.16 The Associate Consultant shall take Professional Liability Insurance (PLI) for their services.

#### 5.2.1 PENALTY

In case the Associate Consultant fails to complete the work within the contract period or extended period above owing to reasons attributable to Associate Consultant, liquidated damages @ 1 % per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the Associate consultant. DTU shall be entitled to deduct such damages from the dues that may be payable to the Associate Consultant.

#### 5.2.2 FORCE MAJEURE CLAUSE

DTU will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the consultant on this account. DTU shall not be liable in any way to bear such losses and no compensation of any kind

4.1.17 The work combe extended up to 1.5 times of tendened / accepted que one on the same hears and consisting of the contact. Why wand that the total addition fee for the additional work would not be were them 1.1. of the extinated cost of additional work.

whatsoever will be payable by DTU to the Associate consultant.

#### 6.0 JURISDICTION

The Courts in New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion

of all other courts.

In witness whereof this agreement has been executed between the parties hereto by their authorized officers in

For and on Behalf of:

For and on behalf of:

M/s

Chief Project Officer/E.E. (DTU)

WITNESSES:

WITNESSES

1.

2.

2.

# ADDITIONAL CONDITIONS OF CONTRACT (ACC)

The Additional Conditions of Contract (ACC) are to be read in conjunction with the clauses/conditions of the tender documents and in case of any differences with conditions provided elsewhere, provision of the ACC shall take precedence.

### 1.0 Scope of Work: -

Following shall remain included in the scope of associate consultant in addition to the scopes already defined in the tender documents: -

Discussion with Client/ DTU's department and finalization of work i.e.

Upgradation/Renovation of existing infrastructure of the library building & Main Canteen at DTU Campus.

#### List of works:

Sl. No.	Name of work			
l	Upgradation/Renovation of existing infrastructure of the library building & Mair			
	Canteen at DTU Campus.			

The associate consultant shall take professional liability insurance (PLI) for their service.

#### **2.0** Price Basis

Bidder has to quote rates as Percentage (%) on Estimated cost of Architectural & Engineering Consultancy Detailed design/ drawing & document for main works, development work, special works, services etc. (in close co-ordination with DTU/Client) indicated in the NIT. The cost quoted by the bidder shall be inclusive of GST and all other taxes, duties, cess and services as required under the scope and agreement clauses of the contract. The rates quoted by the bidder shall include all their expenditures, water, electricity, transportation, Loading/Unloading, Labour, Tools, Materials etc. whatsoever and nothing extra shall be paid to them unless mentioned specifically elsewhere in the tender document. The Rate shall remain firm throughout the contract period and no revision will be allowed.

### 3.0 <u>Variation/Reduction/Change in Scope</u>

Though the tendering process is undertaken to select associate consultant for the Scope & Locations mentioned in the NIT documents, the services of

ACC

associate consultant may be utilized by DTU at its discretion whenever required in case of award of works by Client at other locations. Associate consultant shall have to render their services as per requirement of DTU where all other terms and conditions of the contract remain unchanged. Fees for quantity variation shall be given in pro-rata basis.

### 4.0 Additional Payment

No fees or expenses shall be payable to the Associate Consultant in case the work is not awarded to them due to any reason whatsoever.

### 5.0 Advance Payment

Nil

### 6.0 Taxes & Duties

The rates quoted by bidder shall be inclusive of all taxes duties & Cess etc. including GST. Payment shall be released to the associate consultant as per the terms of the contract documents against submission of GST invoice and all other required documents as mentioned in the contract documents. All statutory deductions shall be made as per norms. In case of any reduction in taxes in future or the project getting exemption status prior to the last date of Bid submission or afterwards, the Associate Consultant shall pass on the benefit to DTU immediately, failing which DTU shall have the right to recover the differential amount from the amounts due to the Associate Consultant. Further in case of any increase in rate taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid /reimbursed to the Associate Consultant.

#### GST:

- a. The bidder/successful bidder must be registered with GST and should have valid GSTIN number.
- b. The bidder/successful bidder must submit a compliance under GST Act, the invoices in GST complaint format failing which the GST amount shall be recovered/ adjusted without any prior notice from the next invoices or available dues with DTU.
- C. The bidder/successful bidder are required to update/upload the GST/Taxes data periodically so as to avail ITC credit by DTU failing which it shall be recovered/adjusted by DTU without any prior intimation
- d. The rates quoted by the successful bidder shall be "inclusive of all taxes and duties, cess including GST" which shall be reimbursed to him subject to raising of tax invoice and filing of return and payment of tax as per GST law, failing which DTU shall not be able to honour his claims for any payment. The successful bidder has quoted his rates knowing full well that submission of return and display of the same on GSTN portal is mandatory.

All the above reimbursements shall be admitted to the extent these are admitted by the DTU.

ACC

### 7.0 <u>Timeline and Deliverables</u>

The Associate consultant has to deliver the works as per following milestones.

SL No	Responsibility/Scope of work	Time Frame (Days)
1	Preparation of Preliminary Drawings, BOQ, Estimate, Specifications etc. required for inviting tender for Works Contract. (2.1.0 to 2.1.3)	Within 15 Days from Issue of LOI
2	Detailed design/ drawing & document for main works, development work, special works, services etc. (in close co-ordination with DTU) (2.1.4 to 2.1.8)	Within 45 days from the date of LOI in phase manner or as per requirement at site which will be intimated time to time by S/I.
3	Responsibilities during project execution, i.e. site visits, preparation of BBS and additional drawings, survey, modification etc. if required (2.1.9 to 21.10)	As per time frame fixed during Execution of the project/work.
4	Responsibilities on completion of work like as built drawings & Completion Report etc. (2.1.11 to 2.1.12)	Within 30 Days of Completion of works

# 8.0 The party should ensure compliance of statutory requirements for 'differently abled' in all the buildings.

### 9.0 BID Due Date

Technical & Financial BID comprising of the documents listed shall be submitted online through e-procurement portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> on or before the due date as per NIT.

### 10.0 Late Bids

E-procurement portal <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> shall not allow submission of any Bid after the prescribed date & time. Bidders are requested to not wait up to the last moment for submission of the bid. DTU is not bound to extend the tender if the bidder is unable to submit the bid due to any technical issues or other issues at the last moment.

# LETTER OF UNDERTAKING (TO BE SUBMITTED ON BIDDER'S LETTER HEAD)

10,
Chief Project Officer,
Delhi Technological University,
Bawana Road, Delhi-110042
Name of Tender:
NIT No. :

Sir,

# UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

- 1. The Tender Documents for the work as mentioned in "Memorandum" to "Form of Tender" have been issued to us by DTU and we hereby unconditionally accept the tender conditions and Tender Documents in its entirely for the above work.
- 2. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks(s)/condition(s) (except unconditional rebate on price, if any) in the 'Price-Bid' and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening "Price-Bid", We agree that our tender shall be summarily rejected and DTU shall, without prejudice to any other right or remedy beat liberty to forfeit the full said Earnest Money absolutely.
- 3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)

Seal of Tenderer Dated:

# TENDER ACCEPTANCE LETTER (To be given on Company's Letter Head)

#### **Unconditional Acceptance Letter**

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To.

Chief Project Officer, Delhi Technological University, Bawana Road, Delhi 110042

Sub: Acceptance of Terms & Conditions of Tender and Bidder's Details Tender

Reference No:

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: Delhi Public Procurement Portal (DPP)

as per your advertisement, given in the above mentioned website(s).

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- **4.** I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
- **6.** I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.
- 7. The details of firm is attached in Annexure-X

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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### **Details of Bidder**

Name of Company or firm:	
I I i i comparated private company	
Legal status: (e.g. incorporated private company,	
unincorporated business, etc.)	
Country & State of incorporation	
Date of incorporation and / or commencement of	
business	
Registered Address	
registered read see	
Registration Number	
D. C.I	
Brief description of the Bidder's main lines of	
business and proposed role and	
responsibilities in this project	
PAN/TAN / Number	
GSTIN Registration Number	
Company Category	
(Micro unit as per MSME/ Small unit as per	9
MSME/ Medium unit as per MSME/ Ancillary	
unit/Project of affected person of this	
company/SSI/others)	*
Name of Partners/Directors	
Traine of Faithers/Directors	
Details of individual(s) who will serve as the point	
of contact / communication for the Authority:	
and the Authority:	
Name	
Designation	
Company Address	
Phone Number	
E-Mail Address	
Particulars of the Authorised Signatory of the	
Bidder	
Name	
Designation	
Address	
Contact Number	
E-Mail Address	
Class III Digital Signature Certificate ID number	

Schedule of Quantities

### Schedule of Quantity (A)

# Name of work: - Upgradation/Renovation of existing infrastructure of the library building at DT

S. No.	Description of item	Qty.	Unit	Rate (Rs.)	
1	Preparation of preliminary Schedule/ estimate for approval and layout plan.	1.00	Each	73,500.00	73,500.00
2	Preparation of G.F.C/G.A.D/ development plan.	1.00	Each	1,22,500.00	1,22,500.00
3	Design and preparation of all structure, finishing drawings for the civil, electrical work and other drawing related to the work.	1.00	Each	1,22,500.00	1,22,500.00
4	Preparation of detailed drawings/ tender documents with condition of contract/ specification/ detailed cost, specifications and BOQ.	1.00	Each	1,22,500.00	1,22,500.00
5	Services and site visiting during construction stage and post construction stage.	1.00	Each	49,000.00	49,000.00
		÷		Total	4,90,000.00

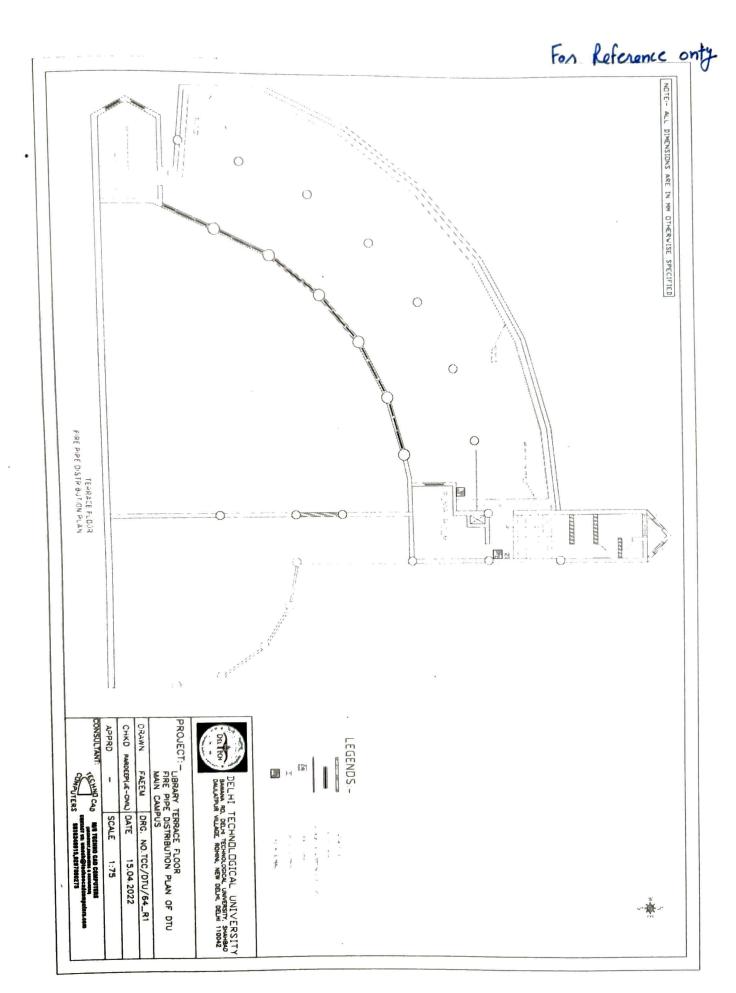
J.E. (Civil)

# Schedule of Quantity (B) Name of work: - Design and Details of Main Canteen 1st Floor at DTU Main Campus.

S. No.	Description of item	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1	Preparation of preliminary Schedule/ estimate for approval and layout plan.	1.00	Each	20,250.00	20,250.00
2	Preparation of G.F.C/G.A.D/ development plan.	1.00	Each	33,750.00	33,750.00
3	Design and preparation of all structure, finishing drawings for the civil, electrical work and other drawing related to the work.	1.00	Each	33,750.00	33,750.00
4	Preparation of detailed drawings/ tender documents with condition of contract/ specification/ detailed cost, specifications and BOQ.	1.00	Each	33,750.00	33,750.00
5	Services and site visiting during construction stage and post construction stage.	1.00	Each	13,500.00	13,500.00
				Total	1,35,000.00

J.E. (Civil)

A.E. (Civil) E,E,DTU

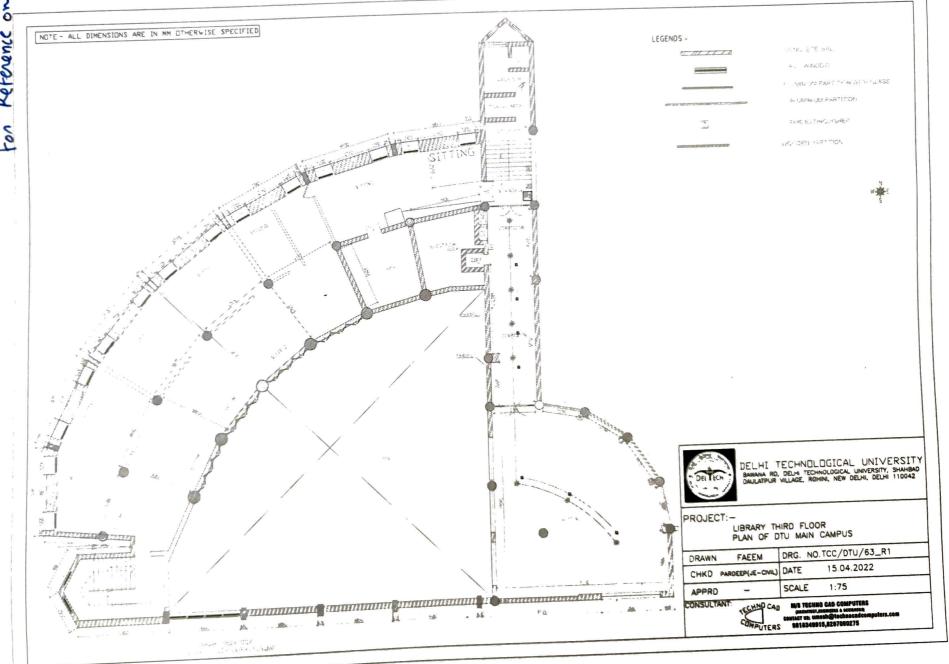


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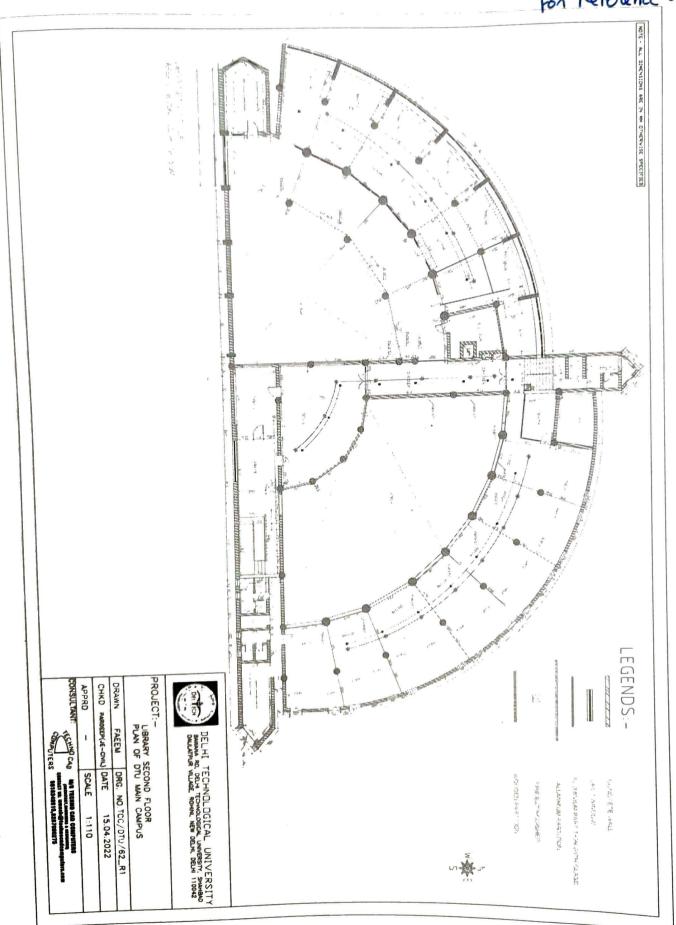
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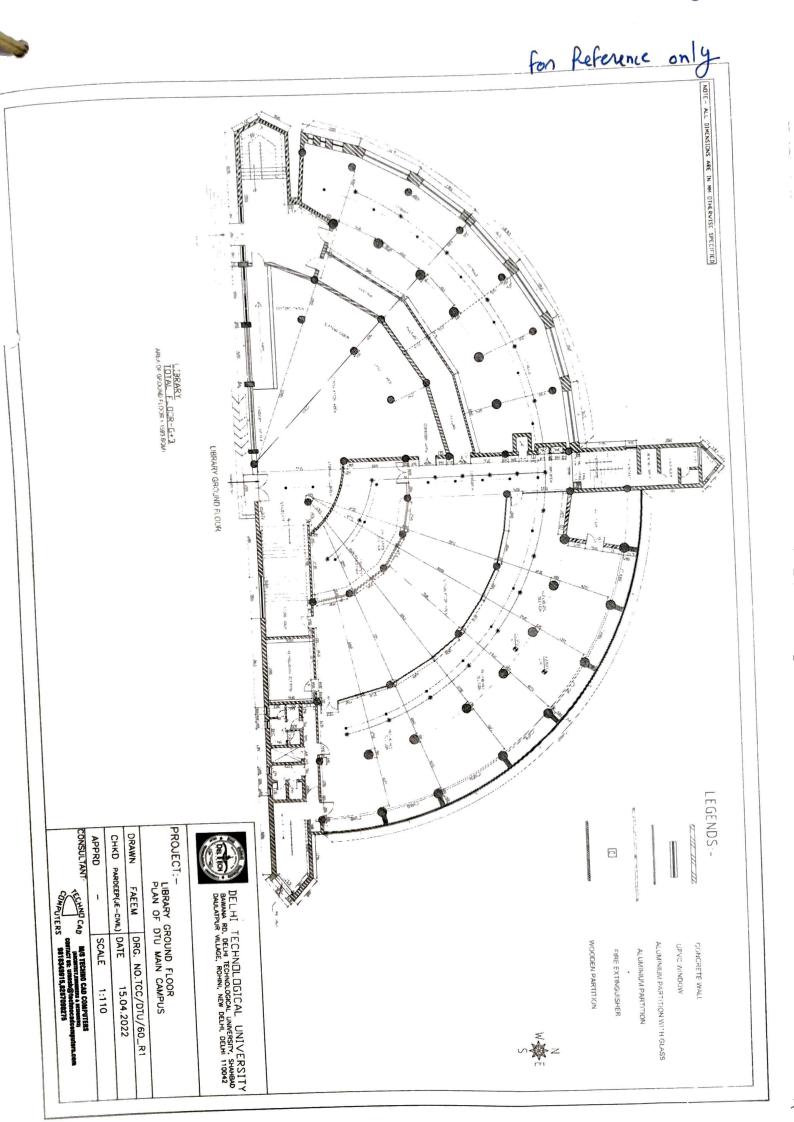
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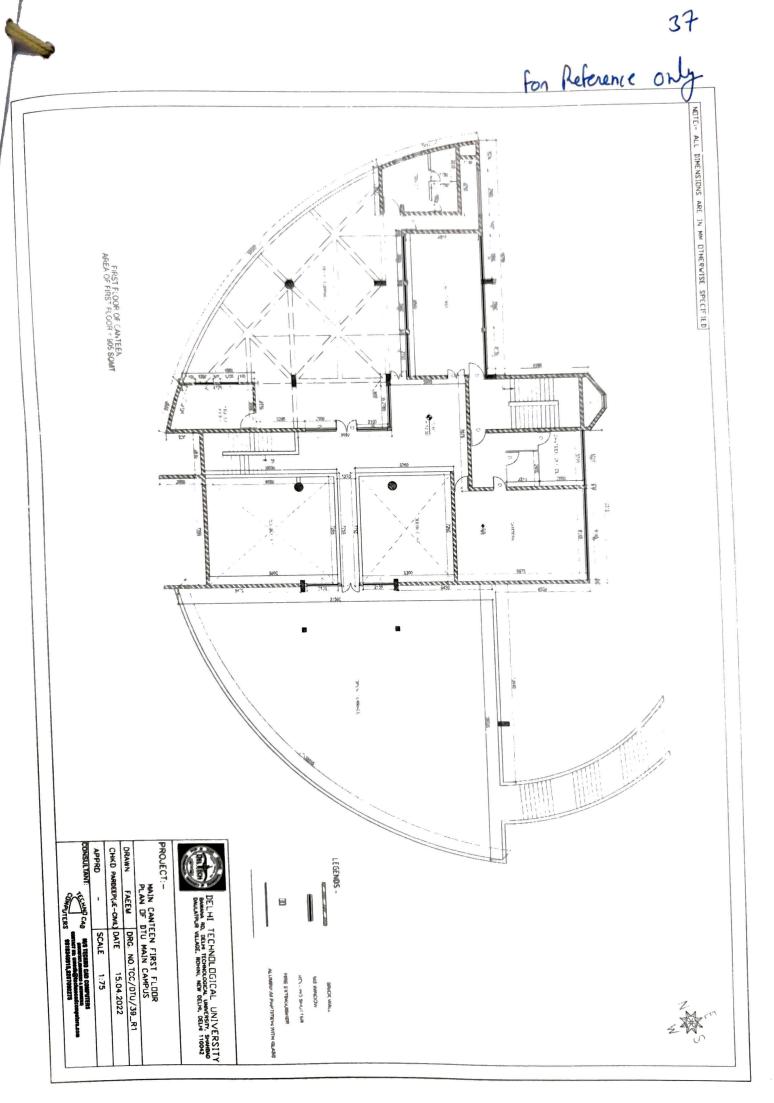


For Reference only



For Reference only NGTE - ALL DIMENSIONS ARE IN MM DTHERVISE SPECIFIED PLAN OF DTU MAIN CAMPUS DRG. NO.TCC/DTU/61\_R1 15.04.2022





for Reference only

