



## वल्लभभाई पटेल चेस्ट इंस्टीट्यूट

दिल्ली विश्वविद्यालय, दिल्ली-110007

फोन: 011-27402400, 27667102

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वल्लभभाई पटेल चेस्ट इंस्टीट्यूट द्वारा निम्नलिखित कार्य/सेवा के लिए सीपीपी-पोर्टल के माध्यम से दो बोली प्रणाली में ई-निविदा आमंत्रित की जाती है।

क्र.सं.	कार्य /सेवा का नाम
1.	आउटसोर्सिंग आधार के माध्यम से वीपीसीआई परिसर एवं इसके फ्लैटों में विद्युत प्रतिष्ठापनों का अनुरक्षण एवं परिचालनात्मक सेवाएं।

निविदाकारों से सीपीपी पोर्टल पर उपरोक्त कार्य के लिए निविदा जमा करने का अनुरोध किया जाता है। पात्रता मानदंड, निविदा जमा करने एवं खोलने की तिथियों सहित विस्तृत निआसू से संबंधित सभी विवरण हमारी वेबसाइट: [www.vpci.org.in](http://www.vpci.org.in) तथा <https://eprocure.gov.in/eprocure/app> पर उपलब्ध है। इसलिए, बोलीदाताओं से स्वयं को अपडेट रखने के लिए नियमित रूप से इन वेबसाइटों को देखने का अनुरोध किया जाता है। कोई परिशिष्ट/शुद्धिपत्र केवल उपरोक्त वेबसाइटों पर दिया जायेगा।

सीबीसी 17169/12/0023/2324

डिप्टी रजिस्ट्रार



## VALLABHBHAI PATEL CHEST INSTITUTE

University of Delhi, Delhi-110007

Tel.: 011-27402400, 27667102, Fax No.011-27666549

VPCI invites e-tender in two bids system through CPP-Portal for the following work/service:

S. No.	Name of Work/Service
1.	Maintenance & Operational Services of Electrical Installations in VPCI premises & its flats through outsourcing basis

The tenderers are requested to submit tender for said work on CPP Portal. All details regarding detailed NIT including eligibility criteria, tender submission & opening dates are available on our websites [www.vpci.org.in](http://www.vpci.org.in) and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit these websites regularly to keep themselves updated. VPCI reserves the right to accept or reject any tender(s). Any Addendum/Corrigendum will be displayed in the aforesaid websites only.

CBC 17169/12/0023/2324

Deputy Registrar



## VALLABHBHAI PATEL CHEST INSTITUTE

UNIVERSITY OF DELHI, DELHI-110007

Tel: 011-27402465, 27402421

Administration Wing

Email - admin@vpci.org.in

### E-TENDER NOTICE

Ref. No. VPCI/Admn.-II/Electrical/2024/2957

Date: 06.03.2024

**Subject:- E-Tender for Providing Maintenance & Operational Services of Electrical Installations in VPCI premises and its flats through Outsourcing basis.**

The Director, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110 007 invites e-tender under two bid system i.e. **Technical bid** and **Financial bid** from eligible, reputed & registered agencies that have experience in providing **Maintenance & Operational Services of electrical installations in VPCI premises and its Flats** in terms of Technical Works in Government/Semi-Government/State Governments/Autonomous Bodies/Public Sector Undertakings/Reputed Private Firms to the VPCI through outsourcing basis for a period of **one** year depending upon the requirements of the VPCI, from time to time as per the terms and conditions set forth through e-procurement in VPCI.

Description/Item	Details/Date
Tender Value (Estimated Cost)	₹72,00,000/- (approximately)
EMD	₹3,50,000/-
Bid Document download Start Date	06/03/2024
Bid Submission End Date	20/03/2024 upto 1:00 p.m.
Technical Bid Opening Date	21/03/2024 at 2:30 p.m.

#### **Notes:**

- All details regarding the subject tender are available on our websites [www.vpci.org.in](http://www.vpci.org.in) and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit these websites regularly to keep themselves updated. Any Addendum/Corrigendum will be displayed in the aforesaid websites only.
- Bids shall be submitted online only at CPP Portal website: <https://eprocure.gov.in/eprocure/app>. **Manual bids shall not be accepted in any manner.**
- The EMD/EMD Exemption certificate should reach to the Office of Deputy Registrar, 3<sup>rd</sup> Floor, Administration Department, Multi-Storied Building, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007 before the closing date i.e. **20.03.2024 up to 1.00 p.m.** failing which bid will be liable for rejection. However, exemption from depositing EMD is applicable in accordance with the existing Govt. orders and will be considered if supported with valid necessary documents. Bidders should have to attach scanned copies of EMD documents & EMD Exemption Certificate along with their e-tender.
- Clarifications/queries, if any, can be addressed to the Deputy Registrar, VPCI on telephone no. 011-27402473 & 011-27402421 and email: [admin@vpci.org.in](mailto:admin@vpci.org.in).

Sd/-  
DEPUTY REGISTRAR

## INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	₹3,50,000/- (Rupees Three Lakh Fifty Thousand Only) in the form of Demand draft/Bankers Cheque/ Fixed Deposit Receipt (FDR)/Bank Guarantee in favour of <b>Director, VPCI</b> , Payable at Delhi valid for a period of six months. EMD/EMD Exemption Certificate should reach the Office of Deputy Registrar, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007 in a closed envelope super scribing “ <b>EMD of E-Tender for Providing Maintenance &amp; Operational Services of Electrical Installations in VPCI premises and its flats</b> ”, before the closing date and time, as specified on previous page. However, exemption from depositing EMD is applicable in accordance with the existing Govt. orders and will be considered if supported with valid necessary documents. Bidders shall have to attach scanned copies of EMD/EMD Exemption documents along with the e-tender (technical bid).
Issue of Tender Document	Tender Document may be downloaded from VPCI website <a href="http://www.vpci.org.in">www.vpci.org.in</a> and CPP portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
Bid Document Download Starts Date	06/03/2024
Bid Submission End Date	20/03/2024 up to 1:00 P.M.
Technical Bid Opening Date	21/03/2024 at 2:30 P.M.

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**VALLABHBHAI PATEL CHEST INSTITUTE  
UNIVERSITY OF DELHI  
DELHI-110007**

**TENDER DOCUMENT**

**FOR THE CONTRACT FOR PROVIDING MAINTENANCE & OPERATIONAL  
SERVICES OF ELECTRICAL INSTALLATIONS IN VPCI PREMISES AND ITS  
FLATS ON SERVICE CONTRACT BASIS**

- |                  |   |   |
|------------------|---|---|
| 1. Annexure (A)  | : | Tentative Requirement of Electrical Personnel                               |
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| 3. Annexure (C)  | : | Financial Bid Specimen  |
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| 7. Annexure (G)  | : | Declaration regarding Non-Blacklisting                                      |
| 8. Annexure (H)  | : | Details of Electrical workers (Skilled/Unskilled)<br>with EPF & ESI Numbers |
| 9. Annexure (I)  | : | Specimen for Agreement  |
| 10. Annexure (J) | : | Tender Acceptance Letter  |

**VALLABHBHAI PATEL CHEST INSTITUTE  
UNIVERSITY OF DELHI  
DELHI-110007**

E-tender is invited by the Director, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi under two bid system through CPP Portal from reputed, experienced & registered agencies/organizations that have experience in providing Maintenance & Operational services of electrical installations in terms of Technical works in Govt./Semi-Govt./State Govt./Autonomous Bodies/Public Sector Undertakings/Reputed Private Firms for providing Maintenance & Operational services of electrical installations in VPCI premises and its flats on service contract basis. The list of location/building including open space with tentative requirement of electrical personnel is mentioned at **“Annexure-A”**. **Bidders have to submit (i) Technical Bid and (ii) Financial Bids (BOQ) as per terms of tender along with EMD or EMD Exemption Certificate.**

\* Number of electrical personnel required is tentative and it may increase or decrease at any stage depending upon the requirement of the Institute.

**Note:** Technical evaluation will be conducted keeping in view of the requirement/expectations in respect of VPCI. Further, prior to the opening of the Financial Bid, antecedents of the agency/tenderer may be verified by a Technical Evaluation Committee of VPCI.

**How to apply:**

The agencies meeting the above-mentioned mandatory requirements should submit Technical as well as Financial Bid in the prescribed format.

EMD of **₹3,50,000/-** (Rupees Three Lakh Fifty Thousand Only) in the form of Bankers Cheque/Demand draft/Fixed Deposit Receipt (FDR)/Bank Guarantee in favour of Director, VPCI, Payable at “Delhi” valid for a period of six months. EMD should reach the Office of Deputy Registrar, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007 in a closed envelope super scribing **“EMD of E-Tender for Providing Maintenance & Operational Services of Electrical Installations in VPCI premises and its flats”**, before the closing date and time, as specified on previous page. However, exemption from depositing EMD is applicable in accordance with the existing Govt. orders and will be considered if supported with valid necessary documents. Bidders should have to attach scanned copies of EMD/EMD Exemption documents along with the e-tender (technical bid).

**TERMS & CONDITIONS**

**1. SCOPE OF WORK/CONTRACT: -**

- 1.1. The scope of work will include Maintenance of all kind of Electrical installations, cables, wires, switches, main switches, panels, electrical fixtures, etc. at VPCI premises and its flats. The maintenance work includes digging of trenches whenever required for maintenance of H.T. Indoors and outdoors and L.T. Indoor Sub Station and making the surface good to its original condition with all labour cost involved at **Annexure-C**.
- 1.2. The Contract Workers (Skilled/Unskilled) shall be responsible for attending the complaints of flats/quarters at various sites of VPCI viz. Probyn Road,

Maurice Nagar, Dhaka Complex & Reids Line. No extra charges will be given.

**1.3. Daily Services: -**

**The services are required to be provided round the clock. A worker is required to perform the duties six days in a week giving him one day weekly off, details as follows:**

- a) Electrical maintenance of all electrical gadgets;
- b) Operation of DG sets (75 KvA 1 Nos. 500 KvA – 4 Nos.) for power backup;
- c) Supervision/operation/maintenance of electrical control panels;
- d) Supervision/operation/maintenance of floor-wise electrical control panels;
- e) UPS operations;
- f) Operation of Audio-Video equipment's at Auditorium, Committee room etc.;
- g) Maintenance of electrical works by obtaining job cards from maintenance cell and completing the works on daily basis without fail. The required materials will be supplied by maintenance cell.
- h) Attending emergency electrical works assigned by VPCI.
- i) Maintenance of HT Transformers and HT Installations.
- j) Maintaining log books for DG sets and AC Plants.

**1.1 Weekly Maintenance: -**

- a) Cleaning of Air conditioning plant at Animal house & Auditorium.
- b) Servicing/Charging of the dry batteries of DG sets;
- c) Cleaning and oil change of DG set;
- d) Inspection of all light points, tube-lights, fans and all electrical equipment's;
- e) Checking of waste water disposal motor and water pump motors;
- f) Inspection and checking of Transformers;

1.4. Attend to all types of routine/preventive maintenance work such as checking/cleaning, tightening of all electrical accessories and switch gears, DBs, AB switch/Isolators, HT/LT breaks, HT/LT panels, feeder pillar, Distribution panel, Distribution boards, switch boards meter rooms and cleaning the same at regular intervals.

1.5. Attend to all types of routine/preventive maintenance and attend day-to-day telephone complaints including wiring/minor repairs thereof for intercoms and direct lines.

1.6. In the event of any loss being caused to VPCI on account of negligence/dereliction of duties or performance of their obligations by the Contractor or Contract Workers, the Contractor shall be liable to indemnify VPCI for such loss, out of the Contractor's insurance cover or otherwise, such loss quantified after an inquiry comprising of the representative of VPCI and the Contractors.

1.7. The Workers (skilled/unskilled) on night duty at substation will attend the electrical faults/complaints at VPCI premises/flats during the off hours of general shift (i.e. 5:30 PM to 9:00 AM next day).

1.8. The service provider shall be responsible to maintain quality and work efficiency by deploying extra staff, if so required.

1.9. The Material required for maintenance will be provided by VPCI. However, tools

required for maintenance work will have to be provided by the awarding firm to their deployed staff.

- 1.10. The personnel shall be available for work on all office day (Monday to Saturday) or/and in shift duties except the weekly off day (as per roster). However, depending upon the exigencies of work, the personnel may be required for work late beyond office hours.
- 1.11. In the event of any lapses/negligence/mistakes occurred while discharging duties, the agency will issue strict warning to the employees concerned for the same and ensure such lapses do not occur again. For this purpose, a book of warning letter (in triplicate) shall be maintained by the agency.
- 1.12. The Supervisor shall maintain a register of the works and obtain the signature of the concerned department after completion of the work on daily and maintained the record of the work.
- 1.13. The contractor shall be responsible for the good conduct and behavior of the Contract workers. No worker engaged by the Contractor shall be below the age of 18 years. All norms, rules and regulations of Labour Act are followed. If any of the Contract workers is found misbehaving with the supervisory staff or any other staff member/student of the VPCI, the Contractor shall, on receipt of instruction of the competent authority in this regard, replace such workers. The Contractor shall issue necessary instructions to the Contract Workers to act upon the instructions given by the designated supervisory Staff of VPCI.
- 1.14. The Contractor shall take the responsibility and instruct their workers to take proper care of the buildings, premises, residential areas and campus of VPCI and maintain the same in good and clean condition at all times.
- 1.15. Electrical Maintenance for VPCI campus includes all the buildings, residential quarters, surrounding area and staff quarters of VPCI situated at Probyn Road, Maurice Nagar, Dhaka & Reids line.
- 1.16. If the Contractor fails to perform and/or implement the assigned jobs or parts there of or the Standard Operating Procedures annexed at **Annexure-A** here to the satisfaction of the Competent authority VPCI on any day in any part of the areas assigned, VPCI may, without prejudice to its other rights and remedies, levy a suitable charge by VPCI for each day or part thereof, until the Contractor performs that job to the satisfaction of the Deputy Registrar/or any other Designated Officer nominated by Director, VPCI. The Contractor shall provide an adequate replacement in case any of the Contract Worker proceeds on leave. This will be at no additional expenses to VPCI. In case of any absence on duty by a Contract Employee, the Contractor shall be levied as decided by VPCI per Contract Workers per day of such absence. This deduction shall be in addition to the penalty for non-implementation of or non-performance as per the Standard Operating Procedures as mentioned above. This will also be in addition to the claim of VPCI as mentioned above.
- 1.17. **Shift Frequency**-All workers shall perform their duties in their shift frequency as per their duty roster and no worker shall perform their duty beyond 8 hours (In exceptional cases).
- 1.18. Cleaning of all lighting indoor as well as outdoor, electrical fixtures lifts, CCTV, other electrical fixtures, etc.



- 1.19. An attendance registrar shall be signed by the electrical personnel's and their supervisor every day.
- 1.20. The Agency shall not sub-contract the services of personnel sponsored by them.
- 1.21. The VPCI shall have no liabilities whatsoever towards any other personnel or equipment's of the Agency. All statutory requirements for the workmen are to be complied by the Agency and shall be sole responsibilities of the Agency.
- 1.22. **Uniform & identity card** -The workers engaged by the firm for the proposed maintenance & operational services of Electrical installations shall wear a distinct uniform approved (colour, design etc.) by the appropriate authority of VPCI & identity card issued by the approved firm/contractor in consultation with Designated Officer/In-charge/Deputy Registrar. It will be the responsibility of the service provider to provide minimum two sets of uniform every year to each worker and ensure compliance with same. Staff engaged by the service provider shall in well-dressed and always display the identity card while on duty with in the VPCI premises, which can be checked randomly and non-adherence will invite a penalty.
- 1.23. Before deploying any Contract workers in VPCI, the Contractor shall furnish complete particulars and obtain written approval of the designated officer of VPCI. VPCI reserves the right to interview the Contract worker(s), if considered necessary by it, before giving such approval.
- 1.24. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the VPCI shall have the right to claim damages from the Agency.

## **2. MANDATORY REQUIREMENTS FOR THE BIDDERS: -**

- 2.1. The bidder should be registered under Contract Labour (Regulation & Abolition) Act, 1970 and also have to submit a copy of such registration duly attested to the institute.
- 2.2. The bidder should have a registration of GST/ any other taxes and the tender shall be rejected if the copy of GST/ any other taxes registration certificate is not furnished. Bidder shall furnish a certificate on their letter head stating that up-to-date returns have been filed and there are no dues with the concerned department. Bidder will also submit the copies of such returns (latest) submitted to the department of trade & taxes. Excise duty, GST and any other taxes if extra, where legally leviable and GST component, as applicable, on subject services with HSN/SAC code shall be paid extra under the relevant Act/Rules/Orders of Govt. of India/State Govt., on account of the services rendered by the agency.
- 2.3. The Tenderer shall provide the details of job profile of organization i.e. (i) Details of their buildings, offices with full address, Phone Number and e-mail addresses and self-certified copies of the documents defining the legal status, place of Registration and principal places of business, (ii) Details of business involved in the core sectors with technical expatriation and (iii) Details of trained manpower as the firm have [Please refer to **Annexure-B** at S. No.-2 (i), (ii) & (iii)].

- 2.4. The agency should have a Head/Branch/Corporate/Registered office at Delhi. The details of the office with address, telephone number, e-mail ID and Fax number should be provided.
- 2.5. The agency has to attach an undertaking (**Annexure-E**) stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's and Institute's obligation, Penalty clause and all other conditions as mentioned in the tender document.
- 2.6. The agency should have overall annual turn-over of ₹1,00,00,000/- (Rupees One Crore) per year in the last three financial years i.e., 2020-21, 2021-22 & 2022-23 (substantiated by Audited financial statements & CA Certificate as per **Annexure-F**) and also submit the ITR of last three years i.e., 2020-21, 2021-22 & 2022-23.
- 2.7. **The Bidder should have minimum experience in last three financial year (2020-21, 2021-22 & 2022-23) in electrical manpower services in Central Govt./State Govt./Autonomous Bodies/PSU's/Reputed Private Firms out of which at least one work order has minimum value of Rs. 72 Lakhs or more or two orders of minimum value of Rs. 50 Lakhs or more.** Copies of work order/work completion certificates/performance reports to be submitted by the bidder and it shall clearly mention the duration of the contract, certified number of employees deployed to execute the said work, complaints and number & quantum of penalties imposed on the firm, warnings & show cause notices issued during the execution of the contract, if any.
- 2.8. The bidder should submit the Clientele list in respect of Electrical Services rendered by them as per given below performa and also have to submit copies of work order/completion certificates/performance certificates issued by the agencies related to the clientele list: -

S. No.	Name of Client	Period of Work Award		Total Period (Year/Month/Day)			Cost of Work Award	No. of worker deployed	Work is related to the Hospital (Yes/ No)	Performance Certificate Enclosed (Yes/ No)	Page No. of Document submitted in Technical Bid
		From	To	YY	MM	DD					

- 2.9. The bidder must follow all the prevailing labour laws like ESI, EPF, Minimum wages etc. and **have to submit documentary proof of registration of firm with these departments.**
- 2.10. **The service provider has to give an affidavit on non-judicial stamp paper of Rs.10/- duly attested by notary that no vigilance/CBI case pending/contemplated against them and they have not been blacklisted/debarred by any Govt. or autonomous body or Private Organization (Annexure-G).**
- 2.11. The agency should have at least 50 numbers of electrical personnel on its roll and it should be substantiated by producing their Employee Provident Fund (EPF) numbers and other details of the Electrical workers (Skilled/Unskilled) in the prescribed **Annexure-H.**
- 2.12. Tender acceptance letter (**Annexure-J**) must be signed by the authorized signatory of the bidder with seal
- 2.13. The bidder should have a Certificate of Registration or any documentary proof for the year of incorporation and also have to submit a copy of such document.

- 2.14. The bidder should have an Electrical Contractor License (min. 3 years old from the date of publishing of the tender).
- 2.15. The bidder should have a valid PAN Card and a copy of the same should be provided.
- 2.16. Electrician Supervisor (skilled) must possess pass ITI Certificate/diploma/wireman license in the field of electrician from recognized govt. Institution or any other recognized institution with two-year experience in the field and Electrician (skilled) must possess pass ITI Certificate/diploma/wireman license in the field of electrician from recognized govt. Institution or any other recognized institution with one year experience in the field.
- 2.17. Skilled workers (Audio & Video/Stage Light/Computer operator) must possess the relevant qualification i.e., diploma/degree/certificate in the relevant field with one year experience in the field and Helper (unskilled) must possess one year experience in the relevant field.

### **3. GENERAL INSTRUCTIONS TO THE BIDDER FOR SUBMISSION OF E-BID:-**

- 3.1. The tender must be submitted in two bids i.e., Technical Bid and Financial Bid. "Technical Bid" shall comprise of all documents as per **Annexure-B** and "Financial Bid" shall be submitted as per **Annexure-C** in BOQ **format** and the bidder should submit Administrative/Service charge in percentage only, no alteration will be admissible at any manner.
- 3.2. Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app> and **manual bids shall not be accepted in any manner**. For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>
- 3.3. Bidders are advised to follow the instructions provided in the 'Instructions to the bidder for the e-submission of the bids online through the CPP Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- 3.4. Bidder who has downloaded the tender from the VPCI website [www.vpci.org.in](http://www.vpci.org.in) & Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid (BOQ format) in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and earnest money deposit (hereinafter referred to as 'EMD') would be forfeited and tenderer is liable to be banned from doing business with VPCI.
- 3.5. **Schedule of price bid in the form of BOQ\_XXXX.xls**  
The mentioned (**Annexure-C**) price bid format is provided as BoQ\_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with the Vallabhbbhai Patel Chest Institute.
- 3.6. The firms are advised to quote all-inclusive Administrative/Service Charges as per the format of the financial bid in **Annexure-C. The administrative/**

**service charges quoted by the bidder should not be less than 3% of the total manpower cost as per BOQ.** The GST component, as applicable, on subject services with HSN/SAC code for GST shall be paid extra under the relevant Act/Rules/Orders of Govt. of India/State Govt., on account of the services rendered by the agency and it should not be added with administrative/service charges.

- 3.7. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.8. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 3.9. Intending bidders are advised to visit the Institute's website [www.vpci.org.in](http://www.vpci.org.in) and CPP Portal <https://eprocure.gov.in/eprocure/app> on regular basis prior to closing date of submission of tender for any corrigendum/addendum/amendment at any stage
- 3.10. The bidder may visit the site to see the quantum of work before submitting the bid. They may visit the VPCI, University of Delhi during working hours with prior appointment from Administration at Ph. No.011-27402421. No clarification will be entertained after receiving the bids.
- 3.11. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### 3.12. **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/n-Code/e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

#### 3.13. **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- 3) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

#### 3.14. **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/ DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing file size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 3.15. **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 3) Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format and no other format is acceptable
- 4) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5) Upon timely and successful submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 6) Bidder has to select the payment option as “offline” to pay the tender fee/EMD (if applicable) and enter details of the instrument accordingly.
- 7) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 8) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 9) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 125-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.

### 3.16. **FINAL DECISION-MAKING AUTHORITY**

VPCI reserves the right to accept or reject any bid and to annul/cancel the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the Institute to the bidder(s).

### 3.17. **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

## **4. CRITERIA FOR EVALUATION OF TECHNICAL BID: -**

- 4.1. The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in **Annexure-B**, which is an eliminatory round.

- 4.2. Technical evaluation will be conducted, keeping in view the requirements/ expectations in respect of manpower requirement in the Institute. Further, prior to the opening of the Financial Bid, antecedents of the agencies/tenderer may be verified by a Technical Committee of the Institute, which may also decide to visit/inspect the offices and as well as the sites of the eligible agencies.
- 4.3. Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria will be treated as non-responsive and will not be considered further.
- 4.4. Bids, which do not comply with the conditions laid down in the tender document, or are unrealistic, are liable to be rejected.
- 4.5. The scope of services proposed should not be altered and If found altered, the tender bid shall be rejected.
- 4.6. In case, the quoted price has wrong calculations, the liability, if any, will be borne by the tenderer and no escalation in the final amount will be paid by VPCI.

4.7. **REJECTION OF TENDER**

- 1) If the bidder submits manual bid.
  - 2) If the bidder does not fulfill the mandatory requirements (as per clause 2) and not submit documents related to the mandatory requirements and the Technical Bid in the required manner.
  - 3) If the bidder not uploaded/submitted the requisite documents, certificates, annexures in tender format.
  - 4) If the bidder proposes any alteration in or additions to the prescribed form of tender or any conditions mentioned, etc., tender is liable to be rejected.
  - 5) If the tenderer not submit their rate or submit less than three percent (3%) of Service charge/Administrative charge then the bid will be summarily rejected.
  - 6) If the tenderer attempts to influence the decision of VPCI on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the VPCI.
- 4.8. Tenderers are requested to study the terms and conditions of the tender carefully, and submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall govern by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the e-bids through CPP Portal module.
- 4.9. E-Bid should be complete in all respects and incomplete bids will be summarily rejected. No clarification will be given by the Institute in this regard.

**5. CRITERIA FOR EVALUATION OF FINANCIAL BID: -**

- 5.1. The evaluation of the tenders will be made by a Tender Evaluation Committee

first on the basis of technical information furnished in form given in **Annexure-B**, which is an eliminatory round, then only financial bid will be opened. The financial bids shall be evaluated on the basis of commercial information furnished in form given in **Annexure-C** in the BOQ format.

- 5.2. After the Technical evaluation of the bids, the Vallabhbhai Patel Chest Institute will open, the 'Financial Bids' of all those tenderers who qualify the technical bid. **The lowest financial bid in respect of BOQ (Basic Salary + Service/Administrative charges) received shall only be considered for evaluation and award of contract.**
- 5.3. The Institute will consider for award the contract to the tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid. Further that the tenderer is determined to be competent to perform the contract satisfactorily. The Institute shall however not bind itself to accept the lowest or any tender bid, wholly or in part and the decision of VPCI shall be final.
- 5.4. In case, the quoted price has wrong calculations, the liability, if any, will be borne by the tenderers and no escalation in the final amount will be paid by VPCI.
- 5.5. The statutory provision (i.e. EPF, ESIC & Bonus) will not be considered for evaluation of financial bid.
- 5.6. The Institute is under no obligation to accept the lowest tender and shall be entitled to reject any tender or all the bids without assigning any reason whatsoever.
- 5.7. The Institute reserves the right to award the contract to deserving parties either in full or in parts. The decision of the Institute will be final and no enquiry will be entertained in this regard.
- 5.8. (i) The work will be awarded to the L1 agency as per tender terms and conditions.  
(ii) In case the financial bid of more than one agency/s is/are same as L1, then the work will be awarded to the agency which gets the maximum marks as per the following criteria: -

Sl. No.	Description	Parameter	Points	Max. Points
1.	Average Turnover of Last 03 Financial years i.e. 2020-21, 2021-22 & 2022-23	From 1 to 50 Cr.	05 Pts.	10 Pts.
		Above 50 Cr.	10 Pts.	
2.	Number of Electrical Manpower on roll as on date of last date of submission of Tender	50 – 100 No.'s	10 Pts.	20 Pts.
		101 – 200 No.'s	15 Pts.	
		Above 200 No.'s	20 Pts.	
3.	Experience in Electrical Services in Govt. Hospital with 100 beds or more or Pvt. Hospital with 200 beds or more.	1 – 5 years	05 Pts.	15 Pts.
		Above 5 – 10 years	10 Pts.	
		Above 10 years	15 Pts.	
4.	Total Experience in the Electrical Manpower Services	3 – 10 years	05 Pts.	15 Pts.
		11 – 15 years	10 Pts.	
		Above 15 years	15 Pts.	
5.	Quality Related Parameter	ISO Certificate	15 Pts.	25 Pts.



		Any other National/ International Accreditation certificate	10 Pts.	
6.	Head office of the Firm	HQ in other state	10 Pts.	15 Pts.
		HQ In Delhi	15 Pts.	
<b>Total Points</b>				<b>100 Pts.</b>

(iii) In case two or more firms scores equal marks (Tie) after applying the above criteria then, the highest value of cumulative gross turnover of last 03 (Three) financial years i.e. 2020-21, 2021-22 & 2022-23 shall be considered for deciding L1 for award of contract.

## 6. GENERAL TERMS & CONDITIONS: -

- 6.1. All interested Tenderers are required to go through and fill the Technical Bid given as **Annexure B**.
- 6.2. Each page of e-bid (technical) should be numbered and signed by the tenderer with rubber stamp of the firm affixed on each page.
- 6.3. Based on the requirement of each job, the contractor will provide credentials/Bio-data of candidates for deployment. It will be shortlisted by VPCI through a Screening/ Test/Interview and decision of the VPCI will be final. In case, VPCI finds any deployed person is not desirable or/and suitable for whatever reasons, the sole discretion of VPCI and upon so being notified by the VPCI, the Agency shall be liable to withdraw such person(s) forthwith and substitute by person(s) acceptable to the VPCI.
- 6.4. If the bidder furnishes wrong and/or misleading data, statement(s) etc. or variation and deviation between the terms & conditions defined in the tender document then the bid is summarily rejected.
- 6.5. The Institute reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of the Institute will be final and binding.
- 6.6. Tenderer must submit an EMD of **₹3,50,000/-** (Rupees Three Lakhs Fifty Thousand Only) in favour of **Director, VPCI**, Payable at Delhi in the Office of Deputy Registrar, Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007 before the closing date i.e. **20.03.2024 up to 01:00 P.M.** EMD in the form of Banker Cheque/Demand Draft/ Fixed Deposit Receipt (FDR)/Bank Guarantee should be valid for 6 months which can be, if required, further renewed for 3 months. EMD in the form of cheque/cash will not be acceptable. However, exemption from depositing EMD is applicable in accordance with the existing Govt. orders and will be considered if supported with valid necessary documents. Bidders should have to attach scanned copies of EMD & EMD Exemption Certificates along with the e-tender (technical bid).
- 6.7. EMD will be returned interest free, to the unsuccessful tenderers after the award of the contract.
- 6.8. The tenderer's EMD amount will be forfeited by the Institute on the happening of any one or more of the following events: -
  - 6.8.1. If, after submission of the bid, the tenderer fails to accept the contract,

if awarded, or refuses to comply with any/all of the terms and conditions of the tender.

- 6.8.2. If the tenderer withdraws the bid before the validity period of the bid i.e. 180 days.
- 6.8.3. If the successful tenderer fails to commence the contract at the stipulated time in accordance with the terms and conditions of the tender.
- 6.8.4. If the successful tenderer fails to submit the Performance Guarantee/ Security Deposit within ten days of the start of contract. This will also warrant closure or termination of contract.
- 6.9. **No escalation of rates quoted for Administrative/Service Charges will be allowed during the period of the contract except due to revision of minimum wages or revised statutory provisions.**
- 6.10. The firm will be obliged to pay minimum wages and make all statutory contributions laid down as per norms by the Govt. of NCT of Delhi to the Sanitation workers. If there is any upward/downward revision of minimum wages or statutory contributions (like EPF, ESI, Bonus, etc.) the firm will request the Competent Authority, VPCI with all requisite documents for revision. After the approval of the Competent Authority, VPCI, the firm will accordingly revise the same. However during currency of the contract, administrative charges will remain same.
- 6.11. The Institute reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 6.12. The tenderer will be responsible for timely submission of the e-bid, complete in all respects by the stipulated date and time.
- 6.13. The Institute reserves the right to relax/withdraw any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 6.14. In event of any extension of contract, the supplier shall have, within fifteen (15) days of issue of the extension order, furnish the corresponding extension of the Performance Guarantee (as necessary), rendering the same valid in all respects of the terms of the contract.
- 6.15. Extension of contract will be based on Turnaround time and Key Performance Indicators. Any shortcomings in these will invite imposition of penalty clauses as described in tender document. Decision of VPCI authorities through designated officers/ officials, with regard to quality assurance, shall be final, and penalty will be imposed accordingly.
- 6.16. Bids should be quoted in percentage, the rates submitted by the vendors shall be inclusive of all expenses, however service/administrative charge should not be less than **3%**. GST as applicable on service rendered by the vendors shall be paid extra on the same.
- 6.17. Canvassing in any form entails the tenderers' disqualification. If any tenderer is found influencing or intimidating other tenderer/tender processes, its tender is liable for disqualification.

- 6.18. Where counter terms and conditions of business have been offered by the tenderer, the Institute shall not be deemed to be governed by these unless specific written acceptance thereof has been given by the Institute.
- 6.19. The successful bidder will be required to deposit an amount of **₹7,20,000/-** (Rupees Seven Lakhs & Twenty Thousand Only) towards Performance Guarantee within ten days from the letter of intent in the form of Banker Cheque/DD/FDR/Bank Guarantee from any Commercialized Bank in the favour of Director, VPCI. The Performance Guarantee should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract.
- 6.20. The VPCI reserves the right to award the work in full or in parts to any agency and also terminate the contract at any stage if the performance of the Agency is not found to be satisfactory.
- 6.21. The staff deployed by the agency shall always wear uniform and their ID cards as provided by the Agency while on duty and shall also follow the precautionary measures while rendering their services.
- 6.22. The Agency shall be entirely responsible for the materials, tools & equipment's handed over by the VPCI or brought by the agency. These should be kept in the custody of its supervisor and kept in a room allotted for the same. The Agency shall be responsible for any loss/theft of the same.
- 6.23. The Awarding agency have to collect duly signed attendance statement of their staff deployed in the VPCI from the respective Department/Section of VPCI on the last working day of every month for distribution of wages to their staff on or before 7<sup>th</sup> of every month.
- 6.24. The agency will ensure that the monthly wages are deposited through online mode (RTGS/NEFT) only in the individual Saving Bank Accounts of the personnel(s) deployed by the agency by 7<sup>th</sup> of every month irrespective of their submission of bills to the Institute and payment thereof. In case of any delay in payment of wages penalty will be imposed as per penalty clause. The agency will raise the bill between 8<sup>th</sup> to 15<sup>th</sup> of every month after the payments have been made to the workers, the monthly Bank detail of the workers will be submitted along with the bill to the Deputy Registrar's Office.
- 6.25. No unauthorized deductions will be made from wages payments of employees deployed by the agency nor will agency be demand of money from the employees for deployment in the Institute.
- 6.26. The firm must submit its bill on time with supporting documents i.e. duly signed muster-roll, EPF & ESI Challans and ECR's. If the agency not submit its bill on time or not submit the supporting documents (i.e. muster-roll, payment details and EPF & ESI challans & ECR's) the Institute will not be responsible for delay in payments.
- 6.27. The firm should submit its bill in complete manner as per clause 12.3 and also submit checklist of documents with the bill. Incomplete bills will not be accepted.
- 6.28. In case any of the personnel so deployed by the Agency does not perform duties properly or indulges in any unlawful activities, riot, or disorderly conduct, the

Agency shall withdraw such personnel from the campus within 24 hours and provide replacement under intimation to the Deputy Registrar of the Institute.

- 6.29. Please note that any falsification/suppression of information could lead to tenderers' disqualification.
- 6.30. The Institute premises is a 'NO SMOKING ZONE' therefore any personnel deployed by the agency in the Institute, if found smoking, eating pan, gutka or intoxicants/drugs etc. shall be punished as per the law of land/rules.
- 6.31. The Workers should have in good health and free from any communicable disease.
- 6.32. Any tender which is not in conformity as laid down will be summarily rejected.
- 6.33. No accommodation or departmental transport will be provided by the Institute for the Agency's staff.
- 6.34. The VPCI reserves the right to increase/decrease the quantity of electrical workers, depending upon the prevailing situation and requirement of the VPCI.
- 6.35. The workers deployed shall have adequate knowledge in the field for which the Agency has deputed them.
- 6.36. Request for enhancement in Administrative/Service charges will not be entertained during the tenure of the contract.
- 6.37. The staff engaged by the Agency shall strictly follow the discipline/security rules of the Institute.
- 6.38. Bidders are required to submit a signed copy on each page of VPCI tender document as a token of acceptance of all terms and conditions of the tender.

## **7. PRICE AND VALIDITY: -**

- 7.1. The Administrative/Service charge should be quoted in percentage form in the Financial BOQ as given in **Annexure-C**. Rates agreed upon shall remain same throughout the period of contract.
- 7.2. The bid shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of Technical Bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

## **8. PENALTY CLAUSES: -**

- 8.1. In case the service provider fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract VPCI reserves the right to impose the penalty as detailed below:
- 8.1.1. Penalty clause after issue of award letter and before taking up the services, have been outlined in as-
- 8.1.2. In case of non-execution of work even after 2 weeks after award of contract, VPCI reserves the right to cancel the contract and withhold the agreement and get this job to be carried out from L-2 bidder. The defaulting L-1 bidder may be debarred for a period of **03** years. The security deposited by the L-1 bidder shall also be forfeited.
- 8.1.3. In case the workers not follow the safety measures or violation of any rules of the Institute a penalty of **Rs. 500/- per instance** will be imposed after verification.

- 8.1.4. If the deployed staff does not found wearing proper uniform or ID card, a penalty of **Rs. 200/-** will be imposed per instance.
- 8.1.5. The agency shall not engage the personnel below the age of 18 years, if the deployed staff is found to be below 18 years of age on inspection by VPCI authority penalty of **Rs. 1000/-** will be imposed per instance.
- 8.1.6. In case of any damage/loss/theft of property attributed to the personnel deployed by the Service Provider the cost of the same will be recovered from the service provider.
- 8.1.7. If the firm fails to payment of wages to employees of the firm working at VPCI by the 7<sup>th</sup> of every month, a fine of **1%** of the total monthly bill will be levied per day for the first week from 7<sup>th</sup> day onwards, followed by **3% percent per day** on the second week and **5% per day** for every subsequent week, for unpaid wages.

## **9. AGREEMENT: -**

The successful bidder shall sign an Agreement in accordance with the form of Agreement given at **Annexure G** on a stamp paper of appropriate denomination and submit the same to the Deputy Registrar, VPCI, University of Delhi within 15 days of the receipt of award of contract.

## **10. DURATION OF THE CONTRACT: -**

- 10.1. The contract will be valid for a period of **one-year** w.e.f. the date of commencement of services.
- 10.2. The Institute reserves the right to terminate the contract at any time by giving 30 days' notice to the agency.
- 10.3. The Institute reserves the right to extend/curtail the validity of contract on mutual consent as per terms & conditions of the tender based on satisfactory performance of the agency. The monthly remuneration to be paid to the sanitary personnel shall be on the basis of minimum wages laid down as per norms by the Govt. of NCT of Delhi and revision in wages from time to time will be made as per Govt. of NCT of Delhi norms. However, the decision of VPCI shall be final.
- 10.4. In the condition of the extension of the contract the firm shall accordingly revised their Performance Security with in fifteen (15) days of issue of the extension order and it should be valid for 03 (three) months after the expiry of contract.

## **11. Timings**

- 11.1. The Electrical personals shall be available on all days of the month except the weekly off day (as per roster). The Deputy Registrar/ designated officer shall operate the contract on behalf of the VPCI. The working hours shall be as given in **Annexure-A**. The timings are liable to change as per requirement as will be at the discretion of VPCI.
- 11.2. The bidder will ensure that the electrical workers engaged by it shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the Deputy Registrar/designated officer, VPCI. Adequate supervision will be provided to ensure proper performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the electrical workers deployed, the electrical

supervisor will be constantly on the move in their areas of responsibility.

- 11.3. **Shift Frequency**-There will be 3 Shifts, namely Shift-1, Shift-2, Shift-3 & General Shift as per details given in **Annexure A** and as per duty roster.

## 12. Payment Schedule

- 12.1. The agency should submit its claim on the last day of every month for the services rendered, showing distinctly the charges payable.

- 12.2. Delay in release of payment of the workmen's deployed at VPCI is liable for impose the penalty to the firm.

- 12.3. It is obligatory for the bidder to make payments to its workers latest by 7<sup>th</sup> of every month in their Bank accounts through online mode only and furnish proof thereof along with next bill. Further, the work awarding agency is under obligation to provide/furnish copy of the dully signed Muster-roll, EPF & ESI challans, ECR's etc. (showing the names and contributions) along with the next bill as a proof of depositing the same with the concerned authorities in respect of their Electrical workers deployed at VPCI and its premises.

- 12.4. Monthly bills (consolidated) in triplicate copies along with post-wise/item-wise bill detail in the enclosed format in r/o the service rendered are to be submitted on time with attendance sheet, Salary Sheet, RTGS (Monthly wages Bank Statement) EPF, ESI Challans & ECR's only of the deployed personnel in VPCI:-

### (i) Consolidated Bill

Sl. No.	Particulars	No. of Persons	Wage Rate		Number of		Total Amount
			Per Month for per person	OT per day for per person	Monthly working days	OT days (if any)	

### (ii) Post-wise/item-wise bill detail

Sr. No.	Name & Designation of Worker	EPF No.	ESIC No.	Number of		Wage Rate		A	B	C		D		Total Amount (A+B+C+D)
				Monthly working days	OT days (if any)	Per Month for per person	OT per day for per person	EPF on monthly wage (13% fixed on Min. wages 15000/-)	Bonus on monthly wage (8.33%)	ESIC (3.25%)		Total		
										On Monthly wage	On OT wage	Salary (Working Days X wage rate)	Overtime (OT days x OT rate)	

### (iii) Salary/Wage Sheet

S. NO	EMPL Code	EMPL Name	EMPL Father Name	EMPL DSGN	Bank Name	Bank A/c No.	IFSC Code	UAN No.	ESIC No.	Rate		Number of		A		B	C=(A+B)	Deductions (D)		Net Paid (C-D)
										Monthl y wage	OT	Monthly working days	OT days (if any)	Salary (Working Days X wage rate)	Overtime (OT days x OT rate)			EPF @12% (on monthly salary)	ESIC @0.75% on Basic (monthly + OT)	

- 12.5. No unauthorized deductions will be made from wages payments of employees deployed by the agency nor will agency be demand of money from the employees for deployment in the Institute.

- 12.6. Payment will be made once a month through NEFT/RTGS transfer only after ascertaining the satisfactory performance of contractual responsibility carried out in the previous calendar month.

- 12.7. No advance payment/claims for running bills will be entertained.

- 12.8. Income Tax and any other statutory levies will be deducted at source as per the rules in force from time to time.

**TENTATIVE REQUIREMENT OF ELECTRICAL WORKERS**  
**(SKILLED/UNSKILLED) IN VPCI**

S. No.	Location of work	Designation & Category	No. of Shifts	Total Strength in Nos.	Timings
1	Substation Main Building	Electrician (Skilled)	3	3 (one person in each shift)	1 <sup>st</sup> Shift 6:00 AM to 2: 00 PM
		Helper (Unskilled)	3	3 (one person in each shift)	2 <sup>nd</sup> Shift 2:00 PM to 10:00 PM 3 <sup>rd</sup> Shift 10:00 PM to 6:00 AM
2	Substation (VCH)	Electrician (Skilled)	3	3 (one person in each shift)	1 <sup>st</sup> Shift 6:00 AM to 2: 00 PM
		Helper (Unskilled)	3	3 (one person in each shift)	2 <sup>nd</sup> Shift 2:00 PM to 10:00 PM 3 <sup>rd</sup> Shift 10:00 PM to 6:00 AM
3	Additional Electrician work as a reliever	Electrician (Skilled)	1	1	In any Shift (As a reliever)
		Helper (Unskilled)	1	1	
4	Electrician for complaints in Flats	Electrician (Skilled)	1	1	9:00 AM to 5:30 PM (General Shift)
		Helper (Unskilled)	1	1	
5	Supervisor on General Shift	Electrician (Skilled)	1	1	9:00 AM to 5:30 PM (General Shift)
6	Audio Video/ Computer Operator (Auditorium/Admn.)	Technician (Skilled)	1	1	9:00 AM to 5:30 PM (General Shift)
7	Stage Light/ Computer Operator (Auditorium/Admn.)	Technician (Skilled)	1	1	9:00 AM to 5:30 PM (General Shift)
8.	Auditorium/Admn.	Helper (Unskilled)	1	1	9:00 AM to 5:30 PM (General Shift)
	Total			20 Nos. (1 Supervisor, 2 Technician, 8 Electrician & 9 Helper)	

**Note:-**

- (i) The above requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any variation in the requirement of manpower shall be communicated to the Agency at the sole discretion of the VPCI. The VPCI has the sole discretion to increase or decrease the strength of hired manpower at any time without giving any reason.
- (ii) The shift of duties will be defined as per duty roster and the above timings are indicative only.
- (iii) The agency should pay all the statutory provision i.e. EPF, ESIC & Bonus etc. as per the applicable rates from time to time as applicable to the employees deployed with the basic salary as defined on **Annexure-C** and claim the same from VPCI in the bills.
- (iv) The worker (skilled & Unskilled) should possess relevant qualification as described in clause 2.16 & 2.17.

## TECHNICAL BID

### Tender for providing Maintenance & Operational Services of Electrical Installations in VPCI Premises and Its Flats

Sr. No.	Description	Yes/ No	Indicate page No. of enclosed document
1.	Organization Information with name of the Firm, location of Office with complete address with Telephone/Fax Nos. and E-mail address.		
2.	The tenderer must give the job profile of the agency details the following: -		
	(i) Infrastructure		
	(ii) Technical Expertise		
	(iii) Trained Manpower		
3.	Details of job contracts executed and clientele list (Govt./Semi Govt./State Govt./PSUs/Abs) with experience certificates as per <b>clause no. 2.8</b> .		
4.	Details of the experience in last Three years submitted as per <b>clause no. 2.7</b> .		
5.	Financial resources, assets in terms of firm's property (fixed and moveable) held.		
6.	(i) Registration under GST (Enclose the copy).		
	(ii) Electrical Contractor License (minimum 3 years old) (Attach a copy).		
	(iii) Work Contract registration No. of the firm/Agency with CPWD or PWD or Delhi University or any other Govt. Institution or Department or working contract in VPCI (Enclose the copy).		
	(iv) Registration with the Labour Department of the State/Central Govt. for Electrical manpower work (Attach a copy of the registration certificate).		
	(v) Registration with EPF authorities (Attach a copy)		
	(vi) Registration under ESI Act (Attach a copy).		
7.	Has the firm attached an undertaking stating that the agency has carefully read the complete tender document and has agreed to all the terms and conditions, scope of work, Agency's & Institute's obligation, Payment terms, Penalty clause and all other conditions as mentioned in the tender document? ( <b>Annexure-E</b> )		
8.	Has the tenderer signed and attached the Tender Acceptance Letter as per <b>Annexure-J</b>		
9.	Has the tenderer signed on all the pages of the tender document? (Attach the signed copy of the tender document)		
10.	Details of EMD of <b>₹3,50,000/-</b> in the form of Demand Draft/Banker's cheque/Fixed Deposit Receipt (FDR)/Bank Guarantee from a Nationalized Bank in f/o Director, VPCI and EMD exemption certificates.		
11.	Annual turn-over of Rs. 1 crore in each year for the last three years i.e. FY 2020-21, 2021-22 & 2022-23. (Attach copies of last three years audited Balance Sheets with CA Certificate as per <b>Annexure F</b> )		
12.	PAN of the firm (Please attach copy).		
13.	The agency should have at least 50 numbers of Electrical Workers (Skilled/Unskilled) on its roll and it should be evidenced by producing Employee Provident Fund (EPF) Nos and other details of the Electrical Personnel on prescribed <b>Annexure-H</b> .		
14.	Declaration that agency has not been blacklisted by the Central/State Govt. /Autonomous body/PSU on the prescribed <b>Annexure-G</b> .		
15.	Valid ISO or any other National/International Accreditation Certificate with valid validity in Manpower/Electrical Services (Please attach copy).		

- **Antecedents of the agency/tenderer shall be verified by the Committee of the Institute and only on the basis of the satisfactory report of this Committee, the Financial Bid will be opened.**
- **"The relevant documents attached should be paginated and dully filled in the above columns" which is essential.**

Place:

Date:

Signature of Tenderer with seal

[Note: The format may be printed on the letter head of the firm and attached with page numbering]



**FINANCIAL BID****ANNEXURE-C**

Validate

Print

Help

**Percentage BoQ****Tender Inviting Authority: Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007****Name of Work: E-tender for providing Maintenance & Operational Services of Electrical Installations in VPCI Premises & its Flats.****Contract No: VPCI/Admn.-II/Electrical/2024/2957****Dated - 06.03.2024****Name of the Bidder/  
Bidding Firm/Company:****PRICE SCHEDULE****(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

Sl. No.	Item Description	Quantity	Units	Present approved rate as per Min. Statutory Provision Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	<b><u>Electrician (Skilled)</u></b> (Requirement of workers as per details prescribed in Annexure A of Technical bid of Tender document) Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948 as applicable from time to time. The Statutory provisions i.e. EPF Contribution (13%) (upto ceiling of Rs. 15000), ESIC (3.25%) & Bonus (8.33%) will be applicable as per existing rules.	9	Nos	21,215.00	<b>1,90,935.00</b>	INR One Lakh Ninety Thousand Nine Hundred & Thirty-Five Only
2	<b><u>Audio Video/Computer Operator &amp; Stage Light/Compute Operator (Skilled)</u></b> (Requirement of workers as per details prescribed in Annexure A of Technical bid of Tender document) Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948 as applicable from time to time. The Statutory provisions i.e. EPF Contribution (13%) (upto ceiling of Rs. 15000), ESIC (3.25%) & Bonus (8.33%) will be applicable as per existing rules.	2	Nos	21,215.00	<b>42,430.00</b>	INR Forty-Two Thousand Four Hundred & Thirty Only

3	<b>Helper (Un-Skilled)</b> (Requirement of workers as per details prescribed in Annexure A of Technical bid of Tender document) Minimum wages per month as prescribed by the Labour Department, GNCTD under the Minimum Wages Act, 1948 as applicable from time to time. The Statutory provisions i.e. EPF Contribution (13%) (upto ceiling of Rs. 15000), ESIC (3.25%) & Bonus (8.33%) will be applicable as per existing rules.	9	Nos	17,494.00	<b>1,57,446.00</b>	INR One Lakh Fifty-Seven Thousand Four Hundred & Forty-Six Only
<b>Total Manpower Cost (Excluding GST)</b>					<b>3,90,811.00</b>	INR Three Lakh Ninety Thousand Eight Hundred & Eleven Only
<b>Quoted Rate in Figures</b>	<b>(Please fill service/administrative charges in percentage not less than 3%)</b>		<b>Select</b>		<b>0.00</b>	INR ----- Only
<b>Quoted Rate in Words</b>		<b>INR ----- Only</b>				

**Note:**

1. GST extra as applicable will also be paid to the firm/agency on production of necessary documents. However, necessary recoveries of all Government levies/Taxes i.e. TDS/GST TDS etc. as applicable from time to time and wherever required the same shall be charged to the agency.
2. The administrative/service charges will remain fixed during the contract period as well as for during extended contract period, if any.
3. The minimum wages given above are in the light of Govt. of NCT of Delhi (Labour Department) order No. F.No. (142)/02/MW/VII/Part file/5206-5224 dated 23.10.2023 and the minimum wages will be revised as per Govt. of NCT of Delhi notification and or statutory provisions. However, the decision of the Competent Authority, VPCI in this regard shall be final and binding on the contract awarding agency
4. The VPCI has the sole discretion to increase or decrease the strength of hired manpower at any time without giving any reason.

**Work Experience Certificate**

This is to certify that M/s.....  
.....has been working/worked since..... to ..... and  
deployed numbers of Skilled Workers...../Unskilled Workers ..... and  
contract value of the Electrical service is ..... .The agency has been  
performing/performed its duties satisfactorily. No penalties or recoveries have  
been/ was imposed on the agency for services lapses and complaints.

Signature & Seal of the issuing Authority:

Name:

Designation:

Institution:

Tel. No.:

Mob. No.:

E-Mail:

Date:

[Note: The format may be printed on the letter head of the issuing authority]

## **UNDERTAKING**

I, the undersigned as the authorized signatory hereby submit this Undertaking stating that I have carefully read all the terms and conditions as given in the tender document, general terms & conditions of the contract/ agreement as per **Annexure-G** and agree to the terms and conditions, scope of work, Agencies and Institute's obligation, Payment terms, Penalty clause and all other conditions as mentioned in the said tender document. The agency will abide by all the terms and conditions stipulated in the said tender document if we are awarded this tender.

Further, the information/documents furnished along with the said tender are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature :

Name :

Designation :

(With Seal of the Agency)

Date :

[Note: The format may be printed on the letter head of the firm and attached with page numbering]

**(On the Letterhead of the Chartered Accountant)**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the **(Name of the firm/company)** having its registered office at **(full address)**, has the Annual turnover during last 3 financial years and profit/loss during last 3 Financial years mentioned here as under:

<b>S. NO</b>	<b>FINANCIAL YEAR</b>	<b>TURNOVER (In Lakhs)</b>	<b>PROFIT/LOSS (In Lakhs)</b>	<b>REMARKS (IF ANY)</b>
1	FY 2020-2021			
2	FY 2021-2022			
3	FY 2022-2023			

The certificate is being issued on specific request of **(Name of the firm/company)** for tender participation. The certification is based on the information and records produced before me and is true to the best of my knowledge and belief:

(Signature)

(Name of the Chartered Accountant)

Chartered Accountant

Membership No: \_\_\_\_\_

UDIN No: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature, date and stamp of the Tenderer**

**DECLARATION REGARDING NON-BLACKLISTING**

**(To be executed on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that the firm/company namely M/s. ----- has not been blacklisted or debarred any Government Organization or Autonomous Body or Private Organization and there is no vigilance/CBI case pending/Contemplated against our firm.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by the Competent Authority, VPCI and EMD/SD shall be forfeited.

Signature-----

Name -----

Capacity in which as signed: .....

Name & address of the firm: -----

-----

**Seal of the firm should be Affixed.**

Date:

Signature of Bidder with seal.

**ANNEXURE-H**

**Details of the Working Electrical Staff**  
**(skilled/unskilled) with EPF & ESI Number**

<b>Sl. No.</b>	<b>Name and Father's Name of the workers (skilled/unskilled)</b>	<b>Designation</b>	<b>Date of Birth</b>	<b>EPF No.</b>	<b>ESIC No.</b>	<b>Working since with the agency</b>	<b>Place of Posting</b>

Place:

Date:

Signature of Tenderer with seal

[Note: The format may be printed on the letter head of the firm and attached with page numbering]

**AGREEMENT FOR PROVIDING MAINTAINANCE & OPERATIONAL SERVICES OF ELECTRICAL INSTALLATIONS IN VPCI PREMISES AND ITS FLATS ON SERVICE CONTRACT BASIS**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between Vallabhbhai Patel Chest Institute, University of Delhi, Delhi-110007 (hereinafter referred to as VPCI) on the ONE PART. And M/s \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as Agency) on the OTHER PART.

WHEREAS VPCI is desirous of signing a contract for providing Maintenance & Operational services of Electrical Installations in VPCI premises and its flats and whereas the Agency has offered to provide Maintenance & Operational services of Electrical Installations in VPCI premises and its flats on service contract basis on the terms and conditions hereinafter stated in the tender document.

WHEREAS Agency has represented that it is a Registered Agency and also under the Contract Labour (Regulation and Abolition Act.), 1970 and has further represented that the agency is eligible to get this contract and there is no legal or any other bar against them in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the Agency at its own expenses, etc. and the Agency shall report the compliance thereof to the VPCI.

The Agency shall be solely liable for any violation of the provision of the said Act or any other Acts.

WHEREAS the Institute has agreed to award the contract for providing Maintenance & Operational services of Electrical Installations in VPCI premises and its flats on service contract basis in VPCI.

AND WHEREAS the Agency has agreed to furnish to the Institute an interest free security deposit/performance guarantee of **Rs. 7,20,000/-** (Rupees Seven Lakhs & Twenty Thousand only) by way of Bank Guarantee/Fixed Deposit Receipt/Demand Draft/Bankers Cheque in favour of Director, VPCI. The Performance Guarantee should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract.

**A. MODALITIES OF CONTRACT**

1. This contract is of the nature of service contract for a specified period and not labour contract.
2. The responsibility of the Agency and schedule of fulfillment thereof shall be as per Terms & Conditions of the Agreement.
3. Monitoring of the implementation of the terms and conditions and the work assigned shall be done by the Institute through its designated officer/officers/committee.



## **B. AGENCY'S OBLIGATIONS**

1. That the Agency shall provide Maintenance & Operational services of Electrical Installations in VPCI premises and its flats, the Agency shall deploy persons as per requirement. The Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Agency shall engage medically and physically fit persons.
2. That the Agency shall submit bio-data with details of the names, parentage, residential address, age, a passport-size photograph & police verification etc. of the persons deployed by them in the premises of the Institute for the purpose of proper identification of the employees of the Agency deployed at various points.
3. That the Agency shall be required to maintain permanent attendance register/roll within the building premises which shall be open for inspection and checking by the authorized officers of the Institute.
4. In the event of any lapses/negligence/mistakes occurred while discharging duties, the agency will issue strict warning to the employees concerned for the same and ensure such lapses do not occur again. For this purpose, a book of warning letter (in triplicate) shall be maintained by the agency.
5. The agency will provide trained and experienced electrical supervisors, electrical personnel's and Technicians (Audio/Video/Stage Operator). The Supervisor having ITI certificate/diploma/wireman license in the field of Electrician from recognized govt. Institution or any other recognized institution with three year experience in the electrical field, Electrician having ITI certificate/diploma/wireman license in the field of Electrician from recognized govt. Institution or any other recognized institution with three year experience in the electrical field, Technician (Audio Video/Stage Light/Computer Operator) having required qualifications certificates in their field from recognized govt. Institution with two year experience in the field and helper should have one year experience in the relevant field.
6. That the Agency shall make the payment of wages, etc. through Bank only to the persons so deployed and shall furnish the bills and copies of wages register/muster roll (Attendance sheets duly signed by the workers & countersigned by their in-charges), copies of Bank Statements/Passbook etc. to the Institute for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Agency to ensure fulfilling its commitments towards employees so deployed under various Labour laws, having regard to the duties of Institute in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Agency shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages (including EPF, ESI, Bonus etc.), recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publications of scale of wages and terms of employments, inspection and submission of periodical returns.
7. It will be prime responsibility of the service provider to disburse the wages to their Staff in the individual Saving Bank Accounts through online mode only on or before 7th day of every month. The agency will raise the bill between 8th to 15th of every month after the payments have been made to the deployed staff. In case of any delay in payment of wages to the deployed staff a penalty shall be imposed as per Penalty Clause.
8. The contractors may be required to furnish separate ECR's and a separate e-challan containing employee wise details of EPF & ESI dues deducted from the salary/wages of the employees along with employer share as per Govt. rates in respect of the employees deployed in the Vallabbhai Patel Chest Institute.

9. The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
10. The agency will be responsible for leave, replacement and other welfare measures of their staff.
11. That the Agency shall submit the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at VPCI in their respective names before submitting the bill for the subsequent month. In case the Agency fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents. The agency shall comply with all the relevant rules and regulations as laid down by G.O.I. for ESI/EPF etc.
12. The Agency shall be fully responsible and liable for payment and settlement of all the matters arising out of the decisions of the Labour Court or any other court of law, Tribunal/Board with regard to employment of the workers and payment of the benefits to them. The Agency shall depute its authorized representative in Labour court or any other court of law, and shall be solely responsible and liable for the cost of such litigation. The Institute shall not be responsible and shall not bear any cost of such litigation.
13. That the uniforms and ID cards supplied by the Agency at its own cost to the persons deployed for this work and Institute shall have no liability whatsoever on this account.
14. The Agency shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of the employees so deployed and ensure preservation of peace and protection of persons and property of the Institute.
15. That the staff deployed by the Agency shall be available for work on all office days (Monday to Saturday) or/and in shift duties except the weekly off day (as per roster). However, depending upon the exigencies of work, the personnel may be required to work late beyond office hours.
16. During the notice period of termination of the contract in the contingencies contemplated above, the Agency shall keep on discharging its duties as before till the expiry of notice period.
17. It shall be of the duty Agency to withdraw all the deployed persons on expiry/termination of the contract and will ensure that no person creates any disruption/hindrance or problems of whatsoever nature to VPCI.
18. All disputes arising from this contract in respect of personnel posted at the Institute concerning their wages or any other matter connected with their service conditions under relevant Labour Laws are solely and wholly the responsibility of the Agency. The Institute will be free from all encumbrances either from the Government or from any other sources.
19. The manpower deployed by the Agency are employees of the Agency and they have no right to claim for any compensation or regular employment in the Institute. The Institute does not own any responsibility/liability whatsoever either for absorption/continuation or for regularization or compensation etc. on whatsoever grounds and /or reasons. The Agency should provide a copy of appointment order issued to the workers.
20. Income Tax will be recovered from the Agency's monthly bill as per the Govt. of India's order and necessary TDS certificate will be issued to him as a proof of having deducted the tax.

21. That the agency shall furnish a satisfactory report from concerned Office-in-Charge of the Institute for satisfactory services every month along with the bills.
22. That in case if the services of the Agency is not found effective and satisfactory, Agency shall immediately initiate steps for improvement of the services as per the requirement of the Institute.
23. The successful bidder should ensure that its Electrical worker uses proper safety measures while performing their duties to avoid any accidents. Any loss or injury sustained due to the act or omissions of the Electrical workers will be borne by the successful bidder.
24. No unauthorized deductions will be made from wages payments of employees deployed by the agency nor will agency be demand of money from the employees for deployment in the Institute.
25. The Agency shall issue identity cards/name badges to the staff duly signed by the agency. The identity card shall bear:
  - (i) Agency's name and address, (ii) Name of the Worker, (iii) Name of the site
  - (iv) Validity period etc. and (v) Photograph of employee
26. The agency shall ensure that no person who has been booked for any criminal case is deployed in the Institute.
27. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency for the services mentioned in this tender document shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case, a relationship between the said person and the Institute shall accrue/arise implicitly or explicitly.

## **C. INSTITUTE'S OBLIGATIONS**

1. That in consideration of the service rendered by the Agency or as stated above the agency shall be paid amount as per the approved financial bid and revision of rates as applicable as per the notification of the Govt. of NCT of Delhi from time to time. Such payment shall be made on the basis of the bills raised by the Agency and duly verified/certified by the Institute.
2. That payment on account of enhancement/escalation of charges on account of revision in wages by the Govt. of NCT of Delhi from time to time shall be payable by the Vallabhbhai Patel Chest Institute to the Agency.
3. The security deposit will be refunded to the Agency within three months of the expiry of the contract only on the satisfactory performance of the contract.
4. The Institute shall pay the amount of Goods & Service Tax (GST) payable, if any under the relevant Act/Rules/Order of GOI/State Govt., on account of the services rendered by the agency and statutory variation in GST will be applicable.

## **D. COMPLETION**

- The WORK shall be deemed to have been completed on expiry of period of this contract. The release of final payment to the CONTRACTING AGENCY/ CONTRACTOR by the Institute shall be made after three months.

## **E. FORCE MAJEURE**

- Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## **F. INDEMNIFICATION**

1. That the Agency shall keep the Institute Indemnified against all claims whatsoever in respect of the employees deployed by the Agency. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case Institute is made party and is supposed to contest the case, the Institute will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Agency to Institute on demand. Further, the Agency will ensure that no financial or any other liability comes on Institute in this respect of any nature whatsoever and shall keep Institute indemnified in this respect.
2. The Agency shall further keep the Institute indemnified against any loss to the Institute property and assets. The Institute shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Agency under this contract.

## **G. PENALTIES/LIABILITIES**

1. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement and the obligations as given under Clause-‘C’ “Obligations of the Agency”. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the contract for Maintenance & Operational services of Electrical Installations in VPCI premises and its flats may be arranged from another agency at risk and cost of the agency.
2. That if the Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of Institute, a penalty as deemed appropriate may be imposed.
3. The performance guarantee so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Agency and/or loss/damage if any, sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Agency.

## **H. COMMENCEMENT & TERMINATION OF AGREEMENT**

1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY/CONTRACTOR and shall remain in force for a period of one year from the said date.
2. The Agreement shall be deemed to expire on completion of the period, as agreed to in the said agreement unless extended by both the parties on mutually agreed terms and conditions.

3. During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [one month] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
4. In this event of termination of the Agreement vide as per the above provision at point (3) the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

## **I. AMENDMENT TO THE AGREEMENT**

- No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

## **J. DISPUTE SETTLEMENT/ARBITRATION**

- In the event of any question/dispute/difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the sole arbitration of the Director, VPCI, University of Delhi or his nominee. The decision of the arbitrator shall be final and binding on both the parties.
- The Arbitrator may give interim award(s) and/or directions, as may be required.
- Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

## **K. JURISDICTION**

- For arbitration and all other related matters, the jurisdiction for the purpose shall be Delhi.
- IN WITNESS WHEREOF the parties hereto have signed these papers on the date, month and year as mentioned here under.

For and on behalf of VPCI,  
University of Delhi, Delhi-  
110007

WITNESS For and on behalf of the Agency.

1.

1.

2.

2.

**TENDER ACCEPTANCE LETTER**

To,

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

**Sub: Acceptance of Terms & Condition of E-Tender.**

Tender Reference No: ..... dated  
.....for providing Maintenance & Operational services of Electrical Installations in VPCI premises and its flats.

Dear Sir,

- 1) I/We have downloaded/obtained the tender document(s) for the above-mentioned material(s) as per your e-tender notified on the websites namely [www.vpci.org.in](http://www.vpci.org.in) and <https://eprocure.gov.in/>
- 2) I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 01 to 37 (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 / organization too has 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/entirely.
- 5) I/we do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector undertaking.
- 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/organization shall without giving any notice or reason thereof can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit.

Yours faithfully

(Signature of the Bidder, with Official Seal)

**Note: The format may be printed on the letter head of the firm/service provider.**