

# TENDER DOCUMENT

## NAME OF THE WORK:

**“DAY TO DAY OPERATION AND UPKEEP OF  
SWIMMING POOL”**

**AT DWARKA CAMPUS**

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY  
SECTOR-16C, DWARKA, NEW DELHI -110078.**

To

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**This Tender Document Contains 22 Nos. of pages.**



**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY**  
SEC. 16-C, DWARKA, NEW DELHI-78, PH : 25302138-39 WWW.IPU.AC.IN

### **TENDER NOTICE**

Guru Gobind Singh Indraprastha University invites sealed tenders from eligible contractors/ firms in two bid systems (Technical & Financial bid) for “Day to Day Operation and Upkeep of Swimming Pool” for its Dwarka Campus. Tender document can be obtained from 10.00 a.m. to 3.00 p.m. upto **30<sup>th</sup> July, 2014** from Room No. 036, Administrative Block of the University on payment of Rs. 1000/- only through demand draft in favour of ‘Registrar, GGSIP University, Dwarka, Delhi.’ Tender document can also be downloaded from University website: [www.ipu.ac.in](http://www.ipu.ac.in). the downloaded tender document can be used by paying Rs. 1000/- in the form of demand draft/ pay order drawn in favor of Registrar, GGSIP University, Dwarka Delhi.

Duly completed tender forms are to be deposited in Room No. 036, Administrative Block of the University latest by 3.00 pm on **31<sup>st</sup> July, 2014**. The tenders shall be opened at 4.00 p.m. on **31<sup>st</sup> July, 2014** in the presence of tenderers or their representatives, if any.

**(Sanjay Kumar Jha)**  
Registrar

## 1. SCOPE OF WORK

Size of Swimming Pool is 50 meter x 25 meter

Day to Day Operation and Upkeep of Swimming Pool” of G.G.S. Indraprastha University Campus at Sector-16C, Dwarka Campus, New Delhi.

- (i) To take all statutory approvals from all local authorities as applicable on behalf of University to start the swimming pool.
- (ii) To carry out day to day operation of swimming pool in the operational season between April to October by deploying following minimum numbers of personnel/manpower from 5:30 a.m. to 9.30 p.m.:-

a)	Coaches	2 in each shift (1 male & 1 female)
b)	Life Guards (for main pool)	4 in each shift (at least one should be female life guard)
c)	Supervisor	1 in each shift

- (iii) To maintain the quality of water in swimming pool in accordance with applicable norms / license conditions with following minimum consumables:-

S. No.	Description of Consumables	No. or Qty.	Unit / Period
1.	Supply of TCCA (Nissan) for disinfection of swimming pool water	150	Kgs/Month
2.	Supply of Muriatic Acid Sodium hypochlorite/ Ph. Enhancer for swimming pool water	600	Ltrs/Month
3.	Supply of non-ferric Alum for Swimming Pool Water	75	Kgs./Month

- (iv) To carry out testing of water from NABL approved lab or as from lab approved by University at least once in a month or as per license conditions whichever is earlier.

## 2. ESTIMATED COST : RS. 37 LACS (TENTATIVE)

## 3. DEFINITIONS

- (i) GGSIPU means Guru Gobind Singh Indraprastha University, Delhi
- (ii) Employer means the Registrar, GGSIPU and his successor
- (iii) Bidder/tenderer means the Agency providing “Day to Day Operation and Upkeep of Swimming Pool”, individual/proprietary firm, partnership firm, limited company private or public or corporation.
- (iv) “Year” means “Financial year” unless stated otherwise.

#### 4. WHO CAN APPLY

- (i) **If the bidder is individual**, the application shall be signed by the proprietor or representative holding the power of attorney of the proprietor with full typewritten names and current address.
- (ii) **If the bidder is a firm in partnership**, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- (iii) **If the bidder is a limited company or a corporation**, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- (iv) **Joint Venture/ Consortiums are not accepted.**

#### 5 ELIGIBILITY AND SELECTION CRITERIA

##### (A) Eligibility Criteria

The bidder shall furnish, as part of its tender offer, document establishing the bidder's eligibility to participate in the tender and its qualifications to perform the contract. The documentary evidence of the agency's qualifications to perform the contract, shall establish to University's satisfaction that the agency is eligible as per the criteria outlined in the Eligibility Criteria below:-

- (i) Agency should have satisfactorily completed three similar works of value of Rs. 14.80 lacs each or two similar works of value of Rs. 22.20 lacs each or one similar work of value of Rs. 29.60 lacs.

"Similar work" means the work of ***"Day to Day Operation and Upkeep of Swimming Pool or/and Deck area service"*** in public sector undertaking, Govt. departments, Educational Institutions or in reputed private sector. "Value" shall mean gross value of the completed work including the cost of consumable materials. This should be certified by an officer of the client organization on their letter-head. AMC work of Swimming Pool which also includes operation is also eligible. However the value of operation part including consumables and manpower to be separately shown and got certified from client.

- (ii) Financial Turnover: Should have minimum average annual turnover equal to estimated cost i.e. **Rs. 37.00 lacs** during the last three financial years ending 31<sup>st</sup> March 2014. Copy of turnover of last three financial years ending 31/03/2014 duly certified by CA to be submitted.
- (iii) Copy of performance certificate issued by client not below the rank of Executive Engineer or equivalent to be attached.

- (iv) The tenderer should not have incurred loss in more than 2 years in last 5 financial years ending 31/3/2014. Copy of loss statement of last 5 years ending 31/03/2014 duly certified by CA to be submitted.
- (v) The tenderer should be registered with the statutory/local authorities. Copy of valid PAN number, Service Tax Registration, VAT Registration (TIN No.) to be submitted.
- (vi) The tenderer must submit duly filled tender form specified in Annexure-I of this document.
- (vii) Tenderer to submit Certificate of Registration, MOU & Article of Association etc. in case of partnership firm.
- (viii) The tenderer has not been debarred and/or blacklisted by any Central Government/or any State Government Department(s) and the tenderer should not have any litigation in any of the labour court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs. 10/- duly notarized, shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender at Annexure–III.

## **(B). Selection**

### **(i) Preliminary Scrutiny**

University will scrutinize offers to determine whether they are complete or any errors have been made in the offer or required technical documentation has been furnished or the documents have been properly signed or items quoted are as per the schedule.

### **(ii) Short-listing of Bidders**

University will shortlist technically qualifying bidders and the financial bids of only these bidders will be opened. After opening financial bids of the short-listed tender if there is a discrepancy between words and figures, the amount indicated in words will be presumed.

### **(iii) Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, University may, at its discretion, ask some or all bidders for clarification of their offer.

### **(iv) Verification**

The University reserves the right to verify any or all statements made by the agency in the tender document and to inspect the agency's facilities, if necessary, to establish to its satisfaction about the service provider's capacity to perform the job.

## 6. SUBMISSION & OPENING OF TENDERS

- (i) Tenders should be submitted on specified format supplied by GGSIP University or downloaded from University website on payment of Rs.1,000/- only through demand draft/ bank pay order in favour of the Registrar GGSIP University.
- (ii) The tenderer should submit E.M.D. of Rs.2,00,000/- (Rs. Two Lakh only) in favour of the Registrar, GGSIP University in form of demand draft or fixed deposit receipt.
- (iii) The E.M.D. of unsuccessful tenders will be returned after finalization of the contract. No interest shall be paid on the E.M.D. In case of successful tender, amount paid as E.M.D .will adjusted towards performance security deposit and this amount will not carry any interest
- (iv) No tenders will be accepted after 03:00 pm on **31<sup>st</sup> July, 2014.**
- (v) Both the Technical Bid & Financial Bid should be placed in separate sealed envelopes and both sealed in bigger envelope super-scribing "Tender for Day to Day Operation and Upkeep of Swimming Pool". EMD should be with Technical Bid.
- (vi) Technical Bid will be opened on **31<sup>st</sup> July, 2014** at 04.00 pm in the Seminar Hall of Administrative Block of the University in the presence of tenderers. Technical bids of agencies will be evaluated in accordance with eligibility criteria as per clause 5.0. Financial bids of only those bidders shall be opened who are found to be eligible after technical evaluation of technical bids. For opening of financial bid, date, time, venue will be conveyed to technically qualified renderers by post/ telephonically.
- (vii) The Registrar, GGSIPU will have full authority to reject any/all offers without assigning any reasons. Any enquiry after submission of the tender will not be entertained.
- (viii) Before submitting the tender, the tenderer must ensure that they strictly fulfill all the eligibility conditions to avoid rejection of tender.
- (ix) The agency submitting the tender would be presumed to have considered and accepted all the terms & conditions of this tender. No enquiry, verbal or written shall be entrained in respect of acceptance / rejection of tender.
- (x) Tenders should be deposited in room no 036, Admin. Block, General Administration Branch Deptt., GGSIPU, Dwarka, Sector -16 C, New Delhi between 10.00 am to 03.00 pm. No tender will be accepted after 03.00 pm on **31<sup>st</sup> July, 2014.** Tenders received by post shall not be entertained.
- (xi) Tenderer are advised to carry out survey of the University campus (Dwarka), before quoting so as to fully acquaint themselves of the conditions on ground.
- (xii) No condition shall be put in technical and financial bid. Tender with any condition shall be summarily rejected.

## 7. CONTRACTOR'S OBLIGATIONS

- (i) The contractor shall be responsible to undertake the activities for running/operation of swimming pool as per the periodicity indicated against each activity and shall use the experienced coaches and lifeguards.
- (ii) The contractor shall be responsible to extract work, manage work, maintenance of accounts/records of all persons and chemicals etc, and for interaction with "Authorized Person" (person designated by Registrar, GGS IP University) for the upkeep of the swimming pool complex. He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of "Authorized Person".
- (iii) The contractor shall deploy workers of decent character, sound health and general abilities to carry out such work.
- (iv) The worker(s) deployed shall wear uniform and keep identity card provided by the contractor.
- (v) The worker(s) deployed should be able to read instructions written in Hindi / English. Contractor need to submit the police verification & medical fitness certificate of every worker to the University.
- (vi) Contractor shall provide the 2(two) sets of uniform each for summer and winter to his worker(s) as prescribed by the University for both male and female worker(s) while on duty.
- (vii) The contractor shall pay his worker(s) wages not less than the minimum wages fixed by the Central Govt. and all other statutory dues like EPF & ESI throughout the tenure of contract.
- (viii) The contractor would be required to ensure that the payment of the worker(s) in the strict observance of Minimum Wages Act will be made on or before 7th day of every month through cheques or ECS and there should be no linkage between worker(s) payment and settlement of the contractor bill from the University.
- (ix) The Contractor shall abide by all laws and rules and regulations framed thereunder or any other statutory obligations which are in force from time to time in respect of worker(s) deployed. The contractor shall indemnify the University from any claims in this regard.
- (x) The contractor will submit the pre-receipted duly stamped bill in prescribed format for reimbursement of services covered under the contract in triplicate of preceding month, monthly pre-receipted, printed & dully signed. Each monthly bill must accompany the certificate to the effect that no Labour Law or any other Law governing has been violated and any dispute or claim arising out of this shall be concerned and it will be the responsibility of contractor.
- (xi) Contractor shall ensure that only persons authorized by University shall use the Swimming Pool and only at designated timings. No unauthorized person shall be allowed inside the swimming pool premises.

- (xii) Contractor shall maintain complete data/record of all the persons using the swimming pool with details of in and out time. Details shall be maintained in a manner as decided by University.
- (xiii) Contractor shall ensure the day to day cleanliness of swimming pool including deck area. Machine and hand scrubbing thorough cleaning /washing of the entire swimming pool tank and deep area.
- (xiv) Contractor shall empty, clean and refill the swimming pool at regular interval as per norm or as per license condition or as directed by University. Water shall be provided by the University.
- (xv) Penalty of Rs.500/- per day will be charged for absent of coach/life guard & if water is found untreated at that time penalty will be charged Rs.1000/- per day.
- (xvi) The contractor shall maintain the pool and movable properties like fixtures and electrical installation etc. in good condition and shall hand over all the articles entrusted to him in good condition at the end of the contract period. The contractor shall compensate the University for any damage or loss if found in such properties with the replacement value decided by the Competent Authority and in any case if he fails to pay the same amount decided, the same will be recovered from his security deposit.
- (xvii) The contractor shall employ his own personnel and equipments for purpose of cleaning and maintenance at his own cost. The contractor shall engage his staff with prior police verification and shall provide a list of such staff along with their photographs & permanent addresses to the University.
- (xviii) Behavior of personnel shall in no way be detrimental to the University. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
- (xix) The contractor shall discharge any employee from service who in the opinion of University misconduct himself or is in any way unfit or unsuitable for the said purposes. The decision of the University shall be final and binding.
- (xx) The contractor shall obey the lawful instructions given to him. Any infringements of any such instruction may render the contractor liable to be fined which may be extended upto Rs. 500/- in each case. The fine will be in addition to the penalty in other clauses.
- (xxi) The contractor shall also ensure the norms prescribed by the Human Rights Commission, Government of India, Minimum Wages Act and Industrial Dispute Act or any such other legislation are fully observed and the office if kept harmless and indemnified. If there is any non-compliance intimated to the University the contractor has to rectify it and indemnify.
- (xxii) The contractor shall provide all the cleaning material, necessary equipments. The contractor shall maintain the minimum no. of safety equipments like life savings kits, swimming rings etc. as required under license conditions and standard norms. In case more no. of safety equipments are required as per usage then same shall be provided by the contractor at no extra cost. The decision of the University shall be final in this regard.



- (xxiii) The contractor shall provide insurance to cover all the death/causalities or injury occurs during swimming, training to his employee, the copy of insurance shall have to submit to the University.
- (xxiv) The work will involve in providing skilled technician for operation of filter plant.
- (xxv) All the floating dirt & leaves will be removed from the swimming pool and surrounding areas.
- (xxvi) Suction Sweeper, Bottom Cleaner will be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygiene in swimming pool.
- (xxvii) Water level will be checked in pool & balancing tank filtration plant will be operated at proper working pressure.
- (xxviii) Backwashing of filters will do as per the requirements.
- (xxix) Water samples should be taken and tested four times a day for residual chlorine and pH parameter and chlorination treatment with other chemical dosing treatment will be administrated as per water parameters.
- (xxx) After dosing, the parameters will be rechecked and record of residual chlorine and pH will be maintained in log book.
- (xxxi) Pool scum/overflow channels and balancing tank will be cleaned as per requirement to maintain in the log book.
- (xxxii) The record of day-to-day operation with availability of Chlorine and other chemicals will be recorded in the log book so as to maintain proper stock of material.

## **8. MANPOWER**

- (i) Adequate manpower will be deployed by the agency for the job.
- (ii) In case, the agency fails to maintain the aforesaid strength of the manpower, the University shall levy penalties at the rate of Rs. 1000/- per day. After three such instances, the penalty shall be doubled.
- (iii) The coach and lifeguards to be deployed should be professionally qualified and holding valid certificates from reputed/recognized institutes. They should also have knowledge of first aid and artificial respiration. The name/parentage, qualification and address of such personnel should be supplied along with the tender form and a list of their names and addresses shall be displayed by the contractor on their notice board of the Swimming Pool at all times.

### **Coach (Skilled):**

#### **Qualification:**

- (a) Possess one year diploma/valid certificate issued by authorized organization/Institution like NIS/YMCA/YWCA, national level player with certificate.
- (b) Should have experience as Coach for atleast 3 years and able to handle life saving equipments/kits.
- (c) Should be Graduate from any recognized University/Board.

- (d) The photographs of the Coach, duly attested by the authorized signatory of the agency, should also be pasted on the bio-data of individual for proper authenticity.

**Life Guard (Semi-Skilled):**

Qualification:

- (a) Possess valid life saving/swimming training certificate issued by authorized organization /Institution like NIS/YMCA/YWCA etc.
- (b) Should have experience as life guard for at least 3 years and able to handle life saving equipments.
- (c) Should be matriculate or equivalent from any recognized University/Board.
- (d) The photographs of the life guards, duly attested by the authorized signatory of the agency, should also be pasted on the bio-data of individual for proper authenticity.

**Supervisor:**

Qualification:

- (a) Should be graduate.
- (b) Should have experience as supervisor for management of swimming pool for at least 03 years.

**9. TERMS & CONDITIONS**

**(i) Cancellation of Contract**

University also reserves the right to cancel the contract/tender process without assigning any reason.

However, some of the ground on which contract can be cancelled are detailed below.

(This list is only illustrative and not exhaustive).

- Serious discrepancy in the provision of the required services by the contractor.
- Breach of any terms and conditions of the tender by the tenders.
- Any action by the bidder which is in breach of law or accepted practices in the financial transactions.
- If the Agency goes into liquidation voluntarily or otherwise.
- In addition to the cancellation of purchase order/award, University reserves the right to forfeit the performance guarantee.
- Any attempt to influence the decision of the University officials through direct/indirect methods/mean.

**(ii) Security Deposit / Performance Guarantee**

The selected agency shall submit Security Deposit/Performance Guarantee equivalent to 10% of the total cost of the contract value in the form of Bank Guarantee issued by a scheduled bank which will remain valid till six months after

the completion of the contractual obligation. Performance Guarantee should be submitted within 10 days of issue of letter of award. In case Performance Security is not submitted within above time limit, EMD shall be forfeited.

**(iii) Offer time, duration, termination of the agreement**

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 works issued to contracting agency and shall remain in force for the period of two years subject to renewable for a further period upto two years on satisfactory performance.

**(iv) Resolution of Disputes**

University and the tenderer shall make every effort to resolve the disputes by amicably/direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, University and the tenderer be unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration. The Vice Chancellor, G.G.S.I.P. University shall appoint a sole Arbitrator of the dispute who will not be related to the contract and whose decision shall be final and binding.

**(xiii) Jurisdiction**

The jurisdiction of the courts shall be Delhi

(xiv) Statutory Taxes may be deducted at source, as per rules.

**10. PERFORMANCE EVALUATION**

University reserves the right to satisfy itself about the quality of the services provided by the tenderer. In the event the agency does not achieve the level of satisfactory performance, the tenderer /agency is liable to be penalized. The decision of the Department/University will be final in this regard.

**11. FINANCIAL BID**

- (i) The tenderer should quote the rate and amount tendered on monthly rate basis in Rupees (in lump sum per month for whole job in University as defined in this tender document) in figure as well as in words separately. The rate and amount of the tender should be inclusive of all applicable charges and taxes and in accordance with provision of Minimum Wages Act, Contract Labor Act, Delhi Works Contract Acts and other statutory provisions like Provident Fund Act, ESI, administrative charges etc but exclusive of service tax i.e extra as applicable from time to time. If the quote falls below the level of prescribed norms, the bid shall be rejected.
- (ii) The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No over writing in the financial bid will be allowed and no blanks should be left, such type of tender is liable to be rejected.

- (iii) The rates quoted should be in lump sum/ consolidated per month and shall be valid for the period of tender/ contract/ agreement including the extended period (if any) subject to revision of minimum wages by the Government.
- (iv) It may be noted that the University reserved the right to use lesser man power. Payment for which shall be made on pro-rata basis on the basis of actual deployment.
- (v) The tenderer should quote the amount tendered / financial bid as per Annexure II.
- (vi) The tenderer will make the payment to the workers through cheques/DD/ECS/Bank Transfers.
- (vii) The financial bid should be duly signed & stamped of the agency and signature of the tenderer should be on every page.

## 12. PERIOD OF TENDERED WORK

The period of **tender will be for 14 months of operation of Swimming Pool** from the day the selected agency starts providing the ***“Day to Day Operation and Upkeep of Swimming Pool”*** in University Campus. However, University reserves right to cancel/ terminate the contract any time. Extension of one/ two years may be considered by the University, depending upon the performance of agency. **University at its discretion may ask the agency to operate the Swimming Pool for complete season in case the tenure expires in between the season.**

## 13. PAYMENT OF BILLS

- (i) Bills payment will be made by University within thirty days from the date of submission of the bills if found in order. The agency while submitting the bill for payment will have to certify that the wages (as per Minimum Wages Act and other Statutory Liabilities) of the employees deployed on site, for the month for which the bill being submitted have been disbursed. PAN No. & TIN No. should be quoted on the bill. Proof of payment made for EPF & ESI etc. for the staff deployed in the University should be submitted for reimbursement, if applicable. **The University reserves the right to make the payment on pro-rata basis for the actual period of operation and upkeep of Swimming Pool.**
- (ii) Wherever any over payment comes to the notice of University the same shall be deducted by University from any sum due or which at any time thereafter may become due to the agency under this tender/ agreement/ contract, and failing that, under any other tender/ contract/agreement with University or from the performance security deposit of the tenderer.
- (iii) University reserves the right to carry out at payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. University further reserves the right to enforce recovery of any overpayment whenever detected.
- (iv) If as a result of such audit and technical examination, any overpayment is found in respect of any work done by the agency or alleged to have been done by the

agency under the tender / agreement/ contract, it shall be recovered by the University from the agency by any or all the methods prescribed above or through a Court of law as the situation warrants.

- (v) If any underpayment is found, the amount shall be duly paid to the agency by the University as and when pointed out and found justified.

#### **14. NOTICE OF THE UNIVERSITY**

Subject to as otherwise provided in this tender, all notices to be given on behalf of the University and all other actions to be taken on its behalf may be given and taking by the Registrar, or any authorized official by the University.

#### **15. NO LIABILITY OF THE UNIVERSITY**

- (i) The University shall not provide any residential accommodation to the personnel employed by the agency.
- (ii) The University will be under no obligation to provide employment to any of the employees of the agency during or after expiry of tender/ agreement/ contract period and University recognizes no employer- employee relationship between University and employees deployed by the contraction agency.
- (iii) The University shall not be responsible financially or otherwise for any injury to the personnel in the course of performing the functions as per this tender. This liability shall be of the tenderer.

#### **16. TERMINATION OF TENDER**

- (i) If the agency at any time make default in executing job with due diligence and care and continues to do so, and /or agency commits default in complying with any of the terms and conditions of tender and does not remedy it or fails to complete the work as per terms and conditions and does not complete them within the period specified in the notice given to him in writing, the University may without prejudice to any other right to remedy, which shall have accrued thereafter to the contracting agency, shall cancel the contract/ agreement after one month notice and security deposit will also liable to be forfeited by the University. University, on such cancellation, shall have powers to carry out /execute the work through other agencies by any mean at the risk and cost of the contracting agency.
- (ii) The University reserves the right to terminate the contract, without assigning any reason, by giving to the tenderer one month notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end.
- (iii) If any information furnished by tenderer is found to be incorrect or false at any time ,the tender/contract/agreement is liable to be terminated, and all deposits will also liable to be forfeited by the University.
- (iv) In case the agency wants to terminate the tender/contract/agreement, it shall have to give three months notice in advance to this effect to the University. However, decision of University in this regards shall be final & binding on the agency.

## 17. **ARBITRATION**

In the event of any dispute arising out of this tender/contract/agreement or in connection with the interpretation of any clause in the terms and condition of the tender/agreement/contract or otherwise, the matter shall be referred to the arbitrator appointed by the University.

Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising between the parties concerned to the given Contract/Agreement.

## 18. **OTHER CONDITIONS OF THE TENDER**

- (i) The tender form should be clearly filled up in ink legibly or typed and no column should be blank. No interpolation is permissible.
- (ii) Change in the name of the tenderer during the tender process shall not be allowed under any circumstances.
- (iii) Every paper of the tender should be signed by the tenderer with seal of Agency/Firm/Company.
- (iv) No change in constitution/share holding of the successful tender will be allowed under any circumstances without the prior approval of the University in writing.
- (v) The University will deduct Income Tax at source as applicable from time to time.
- (vi) The agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
- (vii) The contracting agency shall indemnify the University against all other damages/changes and expenses for which the University is held liable or pays on account of the negligence of the agency or his servants or any person under its control, whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
- (viii) In case of any person signing the tender/contract/agreement on behalf of limited company or firm, letter of authority/resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company or firm shall be enclosed with the tender.
- (ix) If any damage/theft is caused to the assets/ property /office equipment by personnel and/or supervisor of the agency or otherwise then the contracting agency shall bear the cost of repair or replacement or damages as the case may be.
- (x) Any person who is in Government service or an employee of the GGSIPU should not be made a partner to the tender by the agency directly or indirectly in any manner whatsoever.

- (xi) The contracting agency shall not transfer the tender to any other person in any manner. The agency shall not be permitted to sub-contract the work to any other person/firm/agency.
- (xii) Any other appropriate provisions as advised by the University shall be incorporated in the agreement to be executed by the contracting agency and the same shall be binding on both the parties to the ensuring contract/agreement.
- (xiii) That the successful tenderer shall, take immediate steps to get a license under contract labour (R&A) Act, 1970 and Delhi Works Contract Act of Government of NCT of Delhi.(Wherever Applicable)
- (xiv) The agency shall provide a non- judicial stamp paper of Rs. 100/- for preparing a contract/agreement. The successful tenderer shall enter into a contract/agreement with the University as per the terms and condition of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the University whichever is earlier.
- (xv) That the agency shall have to provide any additional personnel for allocating any additional duty as directed by the University or any authorized officer of the University in addition to those duties/personnel covered in this tender. The work order should be issued for deployment of extra manpower as per contract rate.
- (xvi) The contracting agency will have to ensure cleanliness of the site by using the requisite quantity and quality of materials to the entire satisfaction of the University. If the University indicates that the services are not adequately satisfactory on account of insufficient tools, material and/or manpower, then additional materials, tools and/or manpower, as the case may be, will have to be brought in by the agency without charging any extra cost.
- (xvii) The tools and material to be deployed must be such that it does not cause any damage to the fittings, fixtures, walls, floor finish and/or other articles lying at the site.
- (xviii) The contracting agency shall not employ any person who has not completed eighteen years of age and/or above 50 years of age.
- (xix) A complete list of the staff, engaged by the agency for deployment in the site, shall be furnished by the contracting agency to the department along-with the complete address and other antecedents of the staff.
- (xx) University serves the right to direct the contracting agency to remove any person employed by the agency from the work, who in the opinion of University misconduct himself or is incompetent or negligent in the proper performance of his/her duties or indulges in unlawful activities and such person shall not be again employed on the work without written permission of the University.
- (xxi) In terms and conditions contained in these tender documents will be a part and parcel of the agreement/contractor be executed by the contracting agency with the University.
- (xxii) Once the Competent Authority accepts the tender, the contracting agency shall be responsible to provide the “Day to Day Operation and Upkeep of Swimming Pool” within 10 days from the date of issue of letter of acceptance.

- (xxiii) Canvassing in connection with the tender is strictly prohibited which may disqualify the tender. Tender must be unconditional.
- (xxiv) Tender not conforming to the requirement as per the terms and conditions will be rejected and no correspondence shall be entertained in this regard whatsoever.
- (xxv) All the intending tenderers are advised to keep a photocopy of the tender documents with them for their future reference. All the intending tenderers are further advised to visit the University Campus with prior appointment of Dy. Registrar(GA) to understand the nature and volume of work before participating in the tender and then quote the rate/amount per month for the work, because no subsequent request of additional payment/claim on any account will be entertained by the University under any circumstances.
- (xxvi) For any clarification regarding the scope of work and/or terms and conditions of tender, the intending tenderer can seek clarification from Dy. Registrar (GA) on any working day in person.
- (xxvii) Attendance report of all the staff deployed at University Campus shall be given to General Administration Department every day.
- (xxviii) No manpower other than those on duty shall be allowed to stay in the premises during the specified working hours. The agency shall be responsible for the watch and ward not only of his/her stores but also of the fitting and fixtures in the common areas in the building.
- (xxix) All requirement under various statutory laws including relevant Labour Act must be complied with by the agency. Any default will be the liability of the agency and the agency shall be liable to reimburse any amount paid by the University by the way of default, interest and penalty. The agency shall undertake to furnish all the details as and when relevant records of all payment made by the agency and will produce to the satisfaction of the University/G.A Department immediately whenever asked for.
- (xxx) The agency shall be responsible for the good conduct/behavior and integrity of its personnel and will also be responsible for any act of omission on their part.
- (xxxi) The agency will be responsible for supply of the garbage bags for collecting garbage from swimming pool area and disposal outside at sites designated by PWD for this purpose. The material so collected will be screened/checked by the Security Personnel.
- (xxxii) Weekly performance of the service provider will be observed by the General Administration officials entrusted with supervision of particular units.
- (xxxiii) Bill shall be submitted at the end of each month (in triplicate) along with certificates for satisfactory performance from the user.
- (xxxiv) The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor.



(xxxv) The Designated manpower on a given day can also be deployed for other services apart from his/her services.

**19. REJECTION OF TENDER**

The Registrar, Guru Gobind Singh Indraprastha University, Dwarka, New Delhi reserves the right to reject any or all tender(s) without assigning any reason thereof.

**GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY**

**Tender form for providing “Day to Day Operation and Upkeep of Swimming Pool” for G.G.S. Indraprastha University Campus at Sector-16C, Dwarka Campus, New Delhi**

- a. Name of the tenderer [in block letters] \_\_\_\_\_
- b. Status of agency whether Public/Ltd./Pvt.  
Ltd./Partnership Firm/Partnership/Proprietorship \_\_\_\_\_
- c. Registration No. and year of establishment of Firm/Company \_\_\_\_\_
- d. Name and designation of the tenderer \_\_\_\_\_
- e. Name of Father/Husband of the tenderer \_\_\_\_\_
- f. Full residential address of the tenderer with proof \_\_\_\_\_
- g. Tenderer’s Registered office address \_\_\_\_\_
- h. Tenderer’s address for correspondence \_\_\_\_\_
- i. Details of Earnest Money Deposit

<b>Name of the Bank</b>	<b>Draft/Pay order No.</b>	<b>Date</b>	<b>Amount (Rs.)</b>

I/We the undersigned being the tenderer as mentioned above, hereby apply to the University for providing “Day to Day Operation and Upkeep of Swimming Pool” in the University campus as desired above in accordance with the terms and conditions of the tender. I/we have read and understood the terms and conditions of the tender and hereby unequivocally accept the same. The terms and condition of the tender and the notice inviting tender are also signed and being submitted with the tender form.

(Signature of the tenderer with Seal of the Firm/Company)

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

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

**Note:**

- Any correction in the application form should be fully signed by the tenderer.
- All pages of the tender application form should be fully signed by the tenderer.
- Strike-out items whichever is not applicable.

(To be sealed in a separate envelope)

**FINANCIAL BID**

**“Day to Day Operation and Upkeep of Swimming Pool” for G.G.S. Indraprastha University Campus at Sector-16C, Dwarka Campus, New Delhi**

I/We ( \_\_\_\_\_ ) on behalf of  
M/s \_\_\_\_\_ hereby undertake:-

Carry out day to day Operation and Upkeep of Swimming Pool in accordance with terms and conditions of the tender document and compliance with norms/license conditions all complete including manpower and consumables as directed by the University.	Unit	Period of Operation	Rate (Per month)	Amount (in Rs.) in Figure	Amount (in Rs.) in Words
	Per month	14 Months			

Signature of the tenderer with Seal of the Firm

Witness (I)

Witness (II)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.10/- non judicial stamp paper by the Tenderer)

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely

M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_

was blacklisted or debarred by Union/State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/we are fully aware that the tender/ contract will be rejected/cancelled by Registrar, GGSIP University, and EMD / SD shall be forfeited.

In addition to the above, Registrar, GGSIP University will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name \_\_\_\_\_

Address \_\_\_\_\_

**DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 05 (FIVE) YEARS**

<b>Sl.No.</b>	<b>Description of work</b>	<b>Postal address of client with contact numbers</b>	<b>Contract value</b>	<b>Completed value</b>	<b>Starting date</b>	<b>Scheduled completion date</b>	<b>Actual completion date</b>	<b>Reasons for delay, if any</b>

NOTE: Performance Report issued by Client(s) for all above job(s) shall be furnished alongwith the Bid as per Annexure - V.

(Stamp & Signature of Bidder)

**PERFORMANCE REPORT OF EACH WORK REFERRED IN ANNEXURE - IV**

1. Name of Work/ Project & Location :
2. Name of Client and Address with  
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per  
Work Order/Award : Rs.
5. Total value of actual work done : Rs.
6. Estimated Cost of award : Rs
7. Date of Commencement :
8. Date of completion
  - i) Stipulated date of completion :
  - ii) Actual date of completion :
9. Amount of compensation levied for delayed completion, if any : Rs.
10. Amount of reduced rates item if any : Rs
11. Amount of compensation not yet decided :
12. Performance Report
  - 1) Quality of work Excellent/Very Good/Good/Fair/Poor
  - 2) Financial soundness Excellent/Very Good/Good/Fair/Poor
  - 3) Technical Proficiency Excellent/Very Good/Good/Fair/Poor
  - 4) Resourcefulness Excellent/Very Good/Good/Fair/Poor
  - 5) General behaviour Excellent/Very Good/Good/Fair/Poor

\_\_\_\_\_  
(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)

Dated :

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder during last 05 (five) years and the works indicated in Annexure IV.
2. This Annexure shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, Email, and Landline Phones) of Client should be indicated to facilitate confirmation of work.