DEEN DAYAL UPADHYAYA COLLEGE (UNIVERSITY OF DELHI)

A College 100% funded by Govt. of NCT of Delhi

Shivaji Marg, Karampura, New Delhi-110015

TENDER DOCUMENT FOR OUTSOURCING OF SANITATION/HOUSEKEEPING SERVICES

Date of Issue of tender document 25th June, 2016 Ref. No. and date of this tender DDUC/2016-17/Housekeeping /01 dated 24.06.2016 From 25th June, 2016 to 11th July, 2016 on payment of Availability of tender document Rs.1000/-in cash (Monday to Friday). The same is also available on the College website <u>www.dducollegedu.ac.in</u> for The last date for submission of tender, complete in all The last date, time and place respects is 11th July, 2016, by 4.00 p.m. to be submitted submission of tender with Section Officer (Administration) of the College. 12th July, 2016 (Tuesday) at 11:30 a.m. Seminar Hall of Date, Time & Venue of Technical Bid the College (present Campus at Karampura, New Delhi). Opening The exact date, Time, Venue will be informed to the Date, Time & Venue of Financial Bid successful agencies after evaluation of technical bids. Opening Address for Communication Principal. Deen Daval Upadhyaya College, Shivaji Marg, Karam Pura, New Delhi-110015

Introduction

In case Tender document has been downloaded from the college website, attach a DD/Pay order for Rs.1000/- favouring, Principal, Deen Dayal Upadhyaya College, towards the cost of tender document (along with prequalification and technical bid)

INSTRUCTIONS TO BIDDERS

1. GENERAL:

1.1 The present tender is being invited for Sanitation and Housekeeping Services for a period of two years on outsourcing basis. The bidder shall provide trained personnel in uniform and will use its best endeavours to provide sanitation and housekeeping of the building, equipments, materials and furniture as specified in the SCOPE OF WORK, in the new campus of Deen Dayal Upadhyaya College at Sec-3, Dwarka, New Delhi-110078.

2. ELIGIBLE BIDDERS:

2.1. All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of Rs 25.00 Lakhs (rupees twenty five lakhs only) during the last three financial years as per books of accounts.

- 2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Colleges/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities as follows:
 - (a) Three similar completed works costing not less than R s. 30 Lakhs (Rupees Thirty Lakhs only) per annum.
 - or
 - (b) Two similar completed works costing not less than Rs. 40 Lakhs (Rupees Forty Lakhs only) per annum.
 - or
 - (c) One similar completed work costing not less than Rs. 60 Lakhs (Rupees Sixty Lakhs only) per annum.

3. QUALIFICATION OF THE BIDDERS:

- 3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership/Consortium/Joint venture.
- 3.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
 - (b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;
 - (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the Deen Dayal Upadhyaya College subsequently finds to the contrary, it reserves the right to declare the Bidder as non-

compliant and declare any contract if already awarded to the Bidder to be null and void.

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

4. ONE BID PER BIDDER:

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

5. COST OF BID:

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

6. VISIT TO COLLEGE:

The bidder is required to provide sanitation and housekeeping services to this college and is advised to visit the new campus at Sec-3, Dwarka, New Delhi and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the college and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:

7.1. Contents of Tender Documents.

- 7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services. The Tender document comprises of:
 - (a) Notice of Invitation of Tender.
 - (b) Tender document
 - (c) Terms and Conditions
 - (d) Scope of Work (Annexure-I)
 - (e) List of Material/Machines and Equipment/Manpower required (Annexure-II(a), II(b) & II(c)
 - (f) Tender form for providing Sanitation and housekeeping services (Annexure-III)
 - (g) Check list for Pre-qualification Bid (Annexure-IV)
 - (h) Check list for Technical Evaluation (Annexure-V)
 - (i) Undertaking (Annexure-VI)
 - (j) Form of Agreement(Annexure-VII)
 - (k) Form of Bank Guarantee for Performance Security (Annexure-VIII)
 - (l) Price Bid (Annexure-IX)

- 7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish any information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT:

- 7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Section Officer (Administration) of **Deen Dayal Upadhyaya College, Shivaji Marg, Karampura, New Delhi-110015**.
- 7.2.2. The college will hold a pre-bid meeting on 1st July' 2016 (Friday) at 4.00 p.m. in the college Seminar Hall at Karampura, New Delhi. Any clarification/suggestion regarding tender document, will be dealt in the meeting.
- 7.2.3. Except for any such written clarification by the college, which is expressly stated to be an addendum to the tender document issued by the college, no written or oral communication, presentation or explanation by any other employee of the college shall be taken to bind or fetter the college under the contract.

8. PREPARATION OF BIDS:

8.1. Language.

The bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

- 8.2.1. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge and confirm the acceptance of the terms and conditions by the bidder.
- 8.2.2. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2(a)(b) and(c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Sanitation and housekeeping Services.

8.3. BID PRICES:

- 8.3.1. Bidder shall quote the rates on the basis of rates per square metre or per hundred units or as per actual as indicated in Annexure –IX, in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Sanitation and housekeeping Services at Deen Dayal Upadhyaya College, Sec-3, Dwarka. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.) which should be clearly stated by the contractor.
- 8.3.2. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Duration of Contract:

The contract shall be valid initially for two year and the college reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions but not beyond further two years.

8.6. BID SECURITY:

- 8.6.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 2.5 Lakhs (Rupees Two Lakhs Fifty Thousand only) in the form of an Account Payee DD, in favour of The Principal, Deen Dayal Upadhyaya College along with the prequalification and technical bid. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
- 8.6.2. Any Tender not accompanied by Bid Security shall be rejected.
- 8.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 8.6.4. Bid security of the successful bidder shall be returned on receipt of Performance Security by the college and after signing the agreement.
- 8.6.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- 8.6.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Page 5 of 30

Contract or fails to furnish the required Performance Security within the time frame specified by the college.

8.7. Format and Signing of Bid:

- 8.7.1. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.7.2. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the college, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9. Submission of Bids:

- 9.1.1. The bidder shall submit the **Pre-qualification Bid and Technical Bid in a sealed** cover superscribed as **TECHNICAL BID** and the Financial Bid (i.e. Annexure-X) in another sealed cover duly superscribed as **FINANCIAL BID**. Further, these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed as "Tender for Housekeeping and Sanitation Services" and should be addressed to **The Principal**, **Deen Dayal Upadhyaya College** and submitted with Section Officer (Administration) of the college at Shivaji Marg, Karampura, New Delhi-110015 on or before the due date & time.
- 9.1.2. The sealed cover of **Pre-qualification Bid and Technical Bid** should consist of the following documents:
 - (a) Bid Security (Earnest Money Deposit) for an amount of Rs. 2.5 Lakhs (rupees two lakhs fifty thousand only) in the form of an Account Payee DD, in favour of The Principal, Deen Dayal Upadhyaya College;
 - (b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
 - (c) Self attested copy of PAN No. card under Income Tax Act;
 - (d) Self attested copy of DVAT Registration Number;
 - (e) Self attested copy of Service Tax Registration Number;
 - (f) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (g) Self attested copy of valid Provident Fund Registration Number;
 - (h) Self attested copy of valid ESI Registration Number;
 - (i) Self attested copy of valid Licence and Number under Contract Labour Act and under other Acts/Rules;
 - (j) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
 - (k) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;

- (l) Duly signed and stamped Annexure-I.
- (m) Duly filled, signed and stamped Annexure-II(a), II(b) & II(c).
- (n) Duly filled, signed and stamped Annexure-III, IV, V & VI.
- (o) In case Tender document has been downloaded from the college website, attach a DD/Pay order for Rs.1000/-. favoring, Principal, Deen Dayal Upadhyaya College, towards the cost of tender document.
- 9.1.3. The sealed cover of Price Bid should contain Price bid (Annexure-IX) in original duly filled in figures and words.
- 9.1.4. The tender shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of tender.

9.2 Late and Delayed Tenders:

- 9.2.1. Bids must be received in the college at the address specified above not later than the date and time stipulated in the Notice Inviting Tender. The college may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the college and the Bidder will be the same.
- 9.2.2. Any bid received by the college after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10.1 Bid Opening and Evaluation:

- 10.1.1. The authorized representatives of the college will open the Pre- qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- 10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Subsequently, the technical bids will be evaluated.
- 10.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

10.2 Right to accept any Bid and to reject any or all Bids:

- 10.2.1. The college is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 10.2.2. The college may terminate the contract if it is found that the agency is black listed on previous occasions by the any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc.
- 10.2.3. The college may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

11.1 Award of Contract:

- 11.1.1. The college will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.1.2. The college will communicate the successful bidder by facsimile/email confirmed by letter transmitted by Speed Post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder may be asked to start the work immediately after issue of letter of offer.
- 11.1.4. The successful bidder will be required to execute a contract agreement in the form specified in Annexure-VII within a period of **30 days** from the date of issue of Letter of Offer.
- 11.1.5. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of 10% of the total value of the contract in the form of an Account Payee DD, Fixed Deposit Receipt or Bank Guarantee from a Nationalised bank in an acceptable form (Annexure-VIII) in favour of The Principal, Deen Dayal Upadhyaya College.
 The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- 11.1.6. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF CONTRACT

- 1. The execution of cleaning and housekeeping will be done by trained personnel in proper uniform with mechanized equipments, wherever required/or as specified.
- 2. The cleaning and housekeeping works are to be carried out as per norms/standards and in such manners that all premises always look neat and clean.
- 3. The manpower engaged should be trained in management of waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.
- 4. It will be the sole responsibility of the contractor that the men engaged are trained and the college will not be liable for any mishap, directly or indirectly.
- 5. All the consumables and disposables required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be eco-friendly.
- 6. Mechanized equipments, wherever required/or as specified will be procured by the contractor.
- 7. The cleanliness will be periodically checked by the Principal of the college or any person authorized by him based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. These are as follows:
 - (i) Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - (ii) Dust or cobwebs etc. on roof, window grills etc.;
 - (iii) Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors;
 - (iv) Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets/bathrooms.
- 8. (a) In case the contractor fails to deploy personnel(s) as specified by him, a penalty as below shall be levied by the college and the same shall be deducted from the contractor's bills.

S.No.	Designation	Recovery Rate per day per person (if less employed than specified)
1.	Supervisor	Rs. 500/-
2.	Sanitation/Housekeeping personnel	Rs. 400/-

(b) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, and if proved beyond doubt a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the site immediately.

- 9. If cleanliness is not observed upto the satisfaction of the college, a minor penalty of Rs. 1,000/- per day or a major penalty of Rs.5,000/- per day will be imposed on the contractor depending on the objective criteria as above.
- 10. Minimum number of trained manpower including the Supervisory staff required to do the work has to be specified by the contractor in technical bid of the tender as per norms of GNCTD.
- 11. The college reserves the right to cancel or reject all or any of the tender without assigning any reason.
- 12. Any act on the part of the tenderer to influence anybody in the college is liable to rejection of his tender.
- 13. Every employee so engaged by the contractor shall wear uniform, identity card and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
- 14. The staff engaged by the contractor 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 authorized officer of the college. Adequate supervision will be provided to ensure correct performance of the said sanitation and housekeeping services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will constantly take rounds in their allocated areas.
- 15. The contractor shall be responsible to provide immediate replacement of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
- 16. The contractor shall abide by and comply with all the relevant laws and statutory requirements 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 for the college.
- 17. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
- 18. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- 19. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the college and college shall ensure that the contractor complies with the provisions.

- 20. The Contractor will maintain a register on which day to day deployment of personnel will be entered. A copy of the same shall be submitted to the Section Officer (Administration), while raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 21. All liabilities arising out of accident or death of the personal deployed, while on duty shall be borne by the contractor.
- 22. The contractor and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse resources/infrastructure in allocated areas given to them by the college and shall not knowingly lend to any person or company any of the resources/infrastructure of the college under its control.
- 23. The sanitation staff engaged by the contractor shall not accept any gratitude or reward in any shape.
- 24. The contractor shall be responsible to maintain all property, furniture and equipment of the college entrusted to it. Any damage or loss caused by contractor's persons to the college in whatever shape would be recovered from the contractor.
- 25. The contractor will not be held responsible for the damages/sabotage caused to the property of the college due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- 26. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff, Students and Visitors, especially with female Staff, Students and Visitors and should project an image of utmost discipline. The college shall have right to have any person removed in case of Staff, Students and Visitors complaints or as decided by representative of the college if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
- 27. The payment to the contractor would be made at the end of every month on submission of documentary proof of manpower employed, duly signed by the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the college.
- 28. That in the event of any loss caused to the college, as a result of lapse on the part of the contractor which will be established after an enquiry conducted by the college, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Principal of the college will be final and binding on the contractor.
- 29. The college may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the college.

- 30. The supervisors deployed by the contractor shall be required to work as per the requirement/instructions of college.
- 31. The contractor shall ensure that its personnel shall not at any time, without the consent of the college in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the college and shall not disclose to any information about the affairs of college. This clause does not apply to the information, which becomes public knowledge.
- 32. At least one sanitation personnel shall be available on each floor in the main building during the working hours.
- 33. It may be noted that the sanitary and housekeeping manpower requirement at Dwarka Campus will build up gradually. The Agency could be required to provide manpower in a phased manner, the payment for which shall be made on pro-rata basis on the basis of area covered each month.
- 34. The college shall not provide any residential accommodation to the sanitation and housekeeping personnel employed by the agency. No cooking or lodging shall be allowed in the college building for the staff engaged by the contracting agency.
- 35. The college will be under no obligation to provide employment to any of the employees of the sanitation and housekeeping agency during or after expiry of tender/agreement/contract period. The college does not recognize any employee employer relationship with any of the workers of the contractor.
- 36. Sweeping, mopping, dusting, cleaning and all other allied works pertaining to classrooms, lecture theatres, common area, Admin. Block etc. have to be completed before 8.30 AM on all working days. Non- compliance shall attract penalty. Some activities such as garbage removal, insecticide/pesticide application etc. shall be completed preferably after office hours, on day-to-day basis. No spillover of the above work for the next day shall be permitted under any circumstances.
- 37. The work to be carried out under this tender shall also include arranging of vacuumcleaners, scrubbing and polishing machines and other mechanized equipments which are required to be used during execution of the work. All the machineries used should be appropriate for the surfaces existing on the Site and in no way damage the surface/fixtures/fittings/furniture beyond normal wear and tear. In case the agency or its employee damages the surface/ fixtures/ fittings/furniture, the College will be well within its right to recover the cost of restoring the damaged area and/or impose a penalty on the agency. The decision of the Principal of the College will be final and binding on the agency.
- 38. The biodegradable and non-biodegradable waste shall be segregated and disposed off by the contracting agency on day-to-day basis. The agency should follow the government guidelines/Act in this regard.
- 39. If any damage/theft is caused to the assets/property/office equipment by Sanitation/ Housekeeping 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.

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the contract shall be resumed as soon as practicable after the event has come to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or **seven days**, whichever is more, either party may at its option terminate the contract.

- 41. The contractor shall deploy his personnel only after obtaining the college approval and duly submitting curriculum vitae (CV) of these personnel. The college shall be informed at least one week in advance, in case of any change in personnel deployed and contractor shall be required to obtain the college approval for all such changes along with their CVs.
- 42. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the college for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the college.
- 43. The contract period shall be Twenty four months from the date of the commencement.
- 44. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue, the college, shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
- 45. If any dispute arises between the contractor and its manpower in matter of wages or any service conditions, the same will be settled by the contractor and the workers engaged by it themselves. The college, in no case, shall be a party to such dispute.
- 46. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the college, such money shall be deemed to be payable by the contractor to the college. The college shall recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
- 47. The contractor shall indemnify and hold the college harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
- 48. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable) and should adhere to its provisions.

- 49. The contractor shall employ only physically fit men/women between age of 18-50 years. The manpower so engaged shall be trained for sanitation and housekeeping services and firefighting services before joining.
- 50. The contractor shall ensure that the Sanitation/Housekeeping staff shall not take part in any staff union and association activities.
- 51. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the college from the contractor.
- 52. If any underpayment is discovered, the amount shall be duly paid to the contractor by the college.
- 53. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the college.

OBLIGATION OF THE CONTRACTOR:

- 54. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- 55. The college will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
- 56. Deduction of DVAT from the monthly bill will be made as per rules applicable from time to time.

57. **Dispute Resolution:**

- a. 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 college.
- b. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

58. JURISIDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

DEEN DAYAL UPADHYAYA COLLEGE (UNIVERSITY OF DELHI)

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall provide the sanitation and housekeeping services in the Deen Dayal Upadhyaya College, Sec-3, Dwarka, New Delhi.

The contractor shall ensure hygienic atmosphere and clean environment in the College.

DUTIES AND RESPONSIBILITY OF SANITATION STAFF:

- 1. Cleaning of floor areas, vertical finishes (walls) Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, railings, mirrors Aluminium grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, furniture etc. All the covered area including all rooms, corridors, stair-case, associated bath- rooms and toilets of Office on all floors and open area including roads, lawns, paved areas and terrace including overhead water tanks, if any.
- 2. Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, etc. to maintain hygienic atmosphere.
- 3. Manual Cleaning and maintenance of all the drains within the compound of the college.
- 4. Cleaning of dustbins and removal/disposal of collected garbage to an approved location, clearance of segregated waste as per the prescribed norms of waste disposal at designated places.
- 5. Cleaning of all equipments available in the rooms including furniture, signage boards, notice boards, switch boards, Air-conditioners, Air Handling Unit (AHU) ducts, etc. with dusting or wet mopping or vacuum cleaning.
- 6. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.
- 7. Cleaning of drinking water coolers, water filters etc.
- 8. Cleaning of lifts.
- 9. Cleaning of all miscellaneous equipments as available or being provided from time to time.
- 10. The vaccum cleaning of carpets, etc. shall be done once a week or as and when required.
- 11. Sweeping/Cleaning and wet mopping of the main hall of canteen shall be done twice a day.
- 12. Cleaning of ducts and shafts.
- 13. Cleaning of all area near entry/exit gates.

- 14. Cleaning of bird droppings.
- 15. Cleaning of Cobwebs in common area.
- 16. Perfuming of Offices in Administrative block /Teacher's rooms/Staff room/ Auditorium/Seminar Hall/Library with air fresheners.
- 17. Attending sweeping & cleaning Under Ground Parking complete as per schedule.
- 18. Cleaning of furniture/fixtures in Offices in Administrative block /Teacher's rooms/Staff room/ Auditorium/Seminar Hall/Library/Classrooms/Lecture Theatres etc.
- 19. Any other provisions as advised by the college may be incorporated in the agreement. The same shall also be binding on the contractor.
- 20. Vacuum cleaning of Book Shelves/ Racks/Case area in Library.

(The College may also include the items, if any other than prescribed above, in the Duty chart as per its requirement)

Indicative list of cleaning agents and consumables to be used by the contractor (The Contractor should specify the quantity he shall be using).

Sr.No.	Cleaning Agents and Consumables	Name of the Brand	Quantity
1	Cleaning agents of standard company	Harpic, Domex,	
1	for WC's, urinals pots etc.	Sanifresh	
2	Detergents of Standard company for cleaning, wash basin, inks, refrigerator and other items.	Nirma, fena	
3	Liquid Soap of Standard company for scrubbing of floors & wall	Fem, Homocol,	
4	Anti-bacterial disinfectants of standard company for cleaning toilets, bathroom, etc.	Phenyl, Bengal Chemical, Cleanzo	
5	Liquid soap for dispensers in toilets etc.	Fem, Homocol, Dettol, Savlon	
6	Glass cleaning liquid of standard company	Colin	
7	Deodorizer of a standard company	Odonil	
8	Air-fresheners / Aerosols (Eco-friendly) of standard Company	Premium, Fresco	
9	Urinal cubes (Standard Company)	Odonil	
10	Polythene Bag for dustbins	Standard Quality / ISI Mark	
11	Any other item (Please specify)		

All the consumable items for at least one month requirement shall be brought in advance each month.

Note: If the quantities quoted are unrealistically low or below a certain threshold, to be decided by the committee, the tender may be technically disqualified.

Tentative list of Main Machines and Equipment to be used for Mechanised cleaning by the Contractor. (The Contractor should specify the number and the machines/ equipments, he shall be deploying).

S.No	Equipment	Number
1.	Singe Disc Scrubber	
2.	Walk behind scrubber cum drier/ride on	
	sweeper	
3.	Hand scrubber machine	
4.	Wet & Dry vacuum cleaner (min. capcity	
	20 litre)	
5.	High Pressure Jet	
6.	Wringer Trolleys	
7.	Glass Cleaning Kits/tools	
8.	Garbage Trolley/Rickshaw	
9.	Telescopic rod	
10.	Any other (please specify)	

Manpower to be employed for sanitation and housekeeping. (The Contractor should specify the number).

S.No.	Designation	To be deployed
1.	Site Incharge	
2.	Supervisor	
3	Housekeeping/sanitation personal	
4.	Any other (please specify)	

For Supervisor the minimum qualification should be Graduate or Diploma in Hotel Management or equivalent with minimum one year experience or matriculate with three years experience in Housekeeping works.

DEEN DAYAL UPADHYAYA COLLEGE (UNIVERSITY OF DELHI)

TENDER FORM FOR PROVIDING SANITATION AND HOUSEKEEPING SERVICES

- 1. Cost of tender : Rs. 1,000/-
- (a). Details of D.D., if downloaded from website:

D.D. No._____ dated _____

Issuing Bank _____

Affix duly Attested P.P. Size recent photograph of the prospective bidder.

- 2. Due date for tender
- 3. Opening time and date of tender
- 4. Names, address of firm/Agency and Telephone numbers.
- 5. Registration No. of the Firm/ Agency.
- 6. Name, Designation, Address and Telephone No. of Authorized person of Firm/Agency to deal with.
- Please specify as to whether Tenderer is sole proprietor/Partnership firm. Name and Address and Telephone No. of Directors/partners should specified.
- 8. Copy of PAN card issued by Income Tax Department and copy of previous three Financial Year's Income Tax Return.
- 9. Provident Fund Account No.
- 10. ESI Number
- 11. Licence number under Contract Labour (R&A) Act, if any.

- 12. Details of Bid Security deposited:
 - (a) Amount : Rs.2.50 Lakhs (Rupees two lakh fifty thousand only)

	(b) Demand Draft nodated	_, issued	by (nam in	e of the favour	
	The Principal, Deen Dayal Upadhyaya College,		111	lavoui	01
13.	DVAT Registration No.:				
14.	Details of ISO Certification:				
15.	Any other information:				

16. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

Date: Place:

(Signature of the bidder) Name and Address (with seal)

DEEN DAYAL UPADHYAYA COLLEGE (UNIVERSITY OF DELHI)

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SANITATION AND HOUSEKEEPING SERVICES

S.No.	Documents asked for	Page No.
1.	Bid Security (EMD) of Rs. 2.5 Lakh (Rupees Two Lakh Fifty Thousand only) in the form of DD issued by any scheduled commercial bank in favour of The Principal, Deen Dayal Upadhyaya College valid for 45 days beyond the Tender validity period.	
2.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VI).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attested copy of valid Registration number of the firm/agency.	
7.	Self attested copy of valid Provident Fund Registration number.	
8.	Self attested copy of valid ESI Registration No.	
9.	Self attested copy of valid Licence No. Under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12.	In case Tender document has been downloaded from the college website, attach a DD/Pay order for Rs.1000/ favoring, The Principal, Deen Dayal Upadhyaya College, towards the cost of tender document.	
13.	Duly signed & stamped a) Tender Document b) Tender Form (Annexure III) c) Annexure-I	
14.	Any other documents, if required.	

DEEN DAYAL UPADHYAYA COLLEGE (UNIVERSITY OF DELHI)

Checklist for Technical Evaluation

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Annual Turnover (in Lakhs)		
2.	Manpower on roll		
3.	Experience of running Sanitation and Housekeeping services (in years)		
4.	Volume of work done during last three financial years as specified in clause 2.2 of the NIT.		
5.	 a.) Single work of more than Rs. 60 Lakhs during last three years. or b.) Two works of not less than Rs. 40 lakhs during last three years. or c.) Three works of not less than Rs. 30 Lakhs during last three years. 		
6	No. of Trained Supervisory staff in the field of Hygeine / Sanitation/ Housekeeping.		
7.	ISO Certification of the firm (Yes/No)		
8.	Duly filled, signed & stamped Annexure- II(a)		
9.	Duly filled, signed & stamped Annexure- II(b)		
10.	Duly filled, signed & stamped Annexure- II(c)		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

То

Principal Deen Dayal Upadhyaya College Shivaji Marg, Karampura, New Delhi-110015

Name of the firm/Agency_____

Name of the tender_____Due date: _____

Sir,

- 1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We shall provide trained sanitation and housekeeping workers.
- 5. I/We do hereby undertake that neat and clean environment of the College shall be ensured by our Agency, as well as any other point considered by our Agency. Our Sanitation/Housekeeping Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs.__Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
- 6. I/We, do hereby certify that the agency is not black listed on previous occasions by the department/institutions/local bodies/municipalities/public sector undertakings, etc.

FORM OF AGREEMENT

THIS AGREEMENT is made on the ______ day _____(Month) ______(Year) Between Deen Dayal Upadhyaya College through the Principal, Deen Dayal Upadhyaya College, Shivaji Marg, Karampura, New Delhi. hereinafter called "the College", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND______(Name and address of the contractor) through Shri______, the authorized representative (hereinafter called "the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Sanitation/Housekeeping Services to the Deen Dayal Upadhyaya College for providing a neat and clean environment to the college.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities/Area to be cleaned;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
- 3. In consideration of the payments to be made by the College to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Sanitation/Housekeeping services w.e.f____as per the provisions of this Agreement and the tender documents.
- 4. The College hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs._____(Rupees in words).
- 5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor Signature of the authorized official

Name of the official Stamp/Seal of the Contractor For and on behalf of the Governing Body of the College.

Signature of the Principal Dr. S.K. Garg Stamp/Seal of the Employer

By the said	By the said		
Name on behalf Of the Contractor in the presence of:	Name on behalf Of the Employer in the presence of:		
of the contractor in the presence of.	of the Employer in the presence of.		
Name of Witness	Name of Witness		
Address of Witness	Address of Witness		
Talanhana No	Talanhana Na		
Telephone No.	Telephone No.		

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT) (To be stamped in accordance with Stamps Act of India)

- 1. THIS DEED of Guarantee made this day of ______ between ______ (Name of the Bank) (hereinafter called the "Bank") of the one part and Deen Dayal Upadhyaya College (hereinafter called the "college") of the other part.
- 2. WHEREAS Deen Dayal Upadhyaya College has awarded the contract or sanitation/housekeeping services contract for Rs. (Rupees in figures and words) (hereinafter called the "contract") to M/s_____ (Name of the contractor) (hereinafter called the "contractor").
- 3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the college a Performance Security for a total amount of Rs. (Amount in figures and words).
- 4. NOW WE the Undersigned_____(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ______(Full name of Bank), hereby declare that the said Bank will guarantee the college the full amount of Rs.______(Amount in figures and words) as stated above.
- 5. After the Contractor has signed the aforementioned contract with the college, the Bank is engaged to pay the college, any amount up to and inclusive of the aforementioned full amount upon written order from the college to indemnify the college for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the college immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the college any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
- 6. THIS GUARANTEE is valid for a period of twenty six months from the date of signing.
- 7. At any time during the period in which this Guarantee is still valid, if the college agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the college and at the cost of the contractor.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
- 9. The neglect or forbearance of the college in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the college for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- 10. The expressions "the College", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

For and on behalf of the _____Bank.

Signature of authorized Bank official

Name	
Designation	
I.E. No.	
Stamp/Seal of the Bank.	

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness-1.	
Signature	
Name	
Address	

Witness-2.

Signatur	re	
Name		
Address		

DEEN DAYAL UPADHYAYA COLLEGE

(UNIVERSITY OF DELHI)

PRICE BID

Rates shall be coated on per month basis

	Kä	ites snan de c	oated on per month b	Dasis		
S1. No.	Description of work	Area covered (in square meter)/ unit	Frequency/ Periodicity	Mode of Cleaning	Rate per square metre/unit (in Rs.) (in words and figures)	Total amount (in Rs.) (in words and figures)
1.	Sweeping in covered area	8300 Sqm.	Thrice a week and as & when required in selected area.	Walk behind sweeper		
2.	Sweeping open space like roads, courtyards, garage, parking lots, etc.	12081 Sqm.	Once in a day and as & when required in selected area.	Walk behind sweeper /Manual/High pressure water jet		
3.	Scrubbing, wet cleaning of floor provided in all rooms (Labs, lecture rooms, Lecture theatre, library etc).	17770 Sqm.	Once in a day and as & when required.	Manual/Scrubber dryer		
4	Scrubbing, wet cleaning of floor and different types of floor area of corridor, passage area and stair cases of the building.	8285 Sqm.	Twice a day and as & when required in selected area.	Motorized scrubber dryer & damp moping for passages and corridor		
5.	Cleaning open space/green area like lawns, play grounds, etc., where necessary	9242 Sqm.	Once in a day and as & when required in selected area.	Manually		
6.	Cleaning and sanitation of Toilets and Bath Rooms and Passages, etc. attached thereto.	2011 Sqm.	Thrice a day	Manually/Single disc and wet pickup/High pressure water jet		
7.	Cleaning of mirrors, wash basin, urinal pots, WC and other articles contained in toilets and bath rooms.	656 items	Once in a day and as & when required in selected area.	Manually/High pressure water jet		
8.	Cleaning of carpeted area: Cleaning of Auditorium	479 Sqm.	Once a week and as and when required prior to any function.	Manually/Dry Vacuum Cleaning		
	Seminar room in 3 rd floor	151 Sqm.				
	Audio-Visual Room	148 Sqm.				
9.	Cleaning of wooden floor of stage of Auditorium	111 Sqm.	Once a week and as and when required in selected area.	Manually/dry vacuum cleaning/single disc scrubber		
10.	Collection, Segregation and disposal of garbage	Per Quintal	Daily and as & when required.	Through trolly/Rickshaw		

Note:-

- 1. The rate quoted will be for per square metre or per hundred items or as per actual as mentioned in table above.
- 2. The area and number of articles shown above is indicative and the actual quantity may vary.
- 3. The bidders may quote the rates with the cleaning materials.
- 4. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, **unless legibly attested** by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection. In case of discrepancy in words and figures, the amount quoted in words will be taken as final.

Date: Place: