

No. F.D

**NOTICE INVITING TENDER FOR CLEANING / SWEEPING OF ROADS AND
COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE**

Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity and expertise to provide services for sweeping of roads and external areas in residential and Non-residential areas and collection & removal of garbage with the suitable and uniformed trained manpower for the **Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042**, for a period of two years through **e-tendering**.

Last date for submission/receipt/downloaded uploading of tender(s) is 20/05/2011 at 15.00 Hrs. and will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present on the same day at 15.30 Hrs. in the Office of Assistant Registrar (GA) **DELHI TECHNOLOGICAL UNIVERSITY, DELHI**. In case of any public holiday falling on the day of opening, the tenders will be opened on the next working day at the same time but the schedule for uploading tenders will remain same, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

Designation of the Authorized Officer:	Registrar
Name and Address of the Department:	Delhi Technological University Shahbad Daulatpur, Bawana Road, Delhi-110 042.

NOTICE INVITING TENDER FOR CLEANING / SWEEPING OF ROADS AND EXTERNAL AREAS IN RESIDENTIAL AND NON- RESIDENTIAL AREAS AND COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage under which the contractor shall provide uniformed trained personnel and will use its best endeavours to provide **CLEANING / SWEEPING OF ROADS AND EXTERNAL AREAS IN RESIDENTIAL AND NON- RESIDENTIAL AREAS AND COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE**, as specified in the SCOPE OF WORK, in Delhi Technological University, Delhi.

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. 14,82,300/- of the estimated value of the contract) during the last three financial years in the books of accounts.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/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 Rs. 19,76,400/- ; or
- (b) Two similar completed works costing not less than Rs. 24,70,500/- ; or
- (c) One similar completed work costing not less than Rs. 39,52,800/- .

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 Delhi Technological University subsequently finds to the contrary, the University reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

3.7. 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 University 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 UNIVERSITY:-

The bidder is required to provide cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage to this University and is advised to visit 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 University 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 Cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Price Bid.
- (c) Terms and Conditions.
- (d) Tender form for providing Cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage(Annexure-I)
- (e) Scope of Work (Annexure-II)
- (f) Details of Manpower required(Annexure-III)
- (g) Method of award of work (Annexure-IV)
- (h) Check list for Pre-qualification Bid (Annexure-V)
- (i) Check list for Technical Evaluation (Annexure-VI)
- (j) Undertaking (Annexure-VII)

(k) Form of Bank Guarantee for Bid Security (Annexure-VIII)

(l) Form of Agreement(Annexure-IX)

(m)Form of Bank Guarantee for Performance Security (Annexure-X)

7.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all 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 Office of **Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building** of the University.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of **Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building** of the University not later than two weeks before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the University shall be carried out in writing.

7.2.3. Except for any such written clarification by the University, which is expressly stated to be an addendum to the tender document issued by the Office of **Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building** of the University, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University 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. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid **through e-tendering**. The bidder shall submit the technical bid in sealed envelopes clearly **marked with the name of the Tender**.

8.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.

8.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 2,47,050/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **The Registrar, Delhi Technological University, Delhi** along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. 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.

8.2.4. These shall be addressed to the **The Joint Registrar (Admn), Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042** and submitted in the Office **Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building** of the University at the address given in the Tender document.

8.2.5. 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 Cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage.

8.3. BID PRICES:-

8.3.1. Bidder shall quote the **rates in para 'Y' of the Financial Bid on the basis of rates per 1000 (one thousand) square metre** 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 Cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage at **Delhi Technological University**. 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, T & P charges, municipal charges, transport, service charges, all kinds of taxes etc.) which should be clearly stated by the contractor. Bids will be accepted on annual rates basis.

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. Currencies of Bid and Payment:-

8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for two years and the University reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond further years.

8.7. BID SECURITY (Earnest Money Deposit):-

8.7.1. The EMD shall be in the form of the Demand Draft/Pay order of scheduled bank/Fixed Deposit Receipt of a scheduled bank issued in favour of **Registrar, Delhi Technological University, Delhi**. Zerox copy of the DD/PO/FDR is to be scanned and uploaded along with the bid, and the original DD/PO/FDR shall be sent to DTU so as to reach before the date of closing of the bids. Failure to furnish the original DD/PO/FDR before the closing of the bid, will entail rejection of bid and blacklisting. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 2,47,050/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an

acceptable form in favour of **The Registrar, Delhi Technological University, Delhi** along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

8.7.2. Any Tender not accompanied by Bid Security shall be rejected.

8.7.3. 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.

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

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

8.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the University.

8.8. Format and Signing of Bid:-

8.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.8.2. 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.

8.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the University, 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 The bidders who are desirous of participating in 'e'- procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at : <http://delhi.govtprocurement.com>. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the: <http://delhi.govtprocurement.com>. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Assistant Registrar (Gen. Admn.), DTU alongwith original EMD..

9.1.1. The bidder shall submit the Pre-qualification Bid and Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly superscribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

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. 2,47,050/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **The Registrar, Delhi Technological University, Delhi**;

(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 Service Tax Registration Number;

- (e) Self attested copy of Valid Registration No. of the Agency/Firm;
- (f) Self attested copy of valid Provident Fund Registration Number;
- (g) Self attested copy of valid ESI Registration Number;
- (h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
- (i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet;
- (j) Proof of experience as stated in Clause 2.2.(a), (b) and (c) supported by documents from the concerned organizations;
- (k) Duly filled and signed Annexures-V, VI and VII.

9.1.3. The sealed cover of Price Bid should contain Price bid in original and a duplicate copy of the same in two separate envelopes duly filled in figures and words.

9.1.4. All the sealed covers shall be addressed to the **Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building** of the University and will be put in the Tender Box which is available in the counter of the Administration Branch of the **Delhi Technological University** at the following address.

Assistant Registrar (General Administration), Room No. 104, Ground Floor, Administrative Building, Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042

9.1.5. 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 University at the address specified above not later than the date and time stipulated in the NIT. The University may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.

9.2.2. Any bid received by the University 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 University will open the Prequalification/ 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 as per the methodology given in the **Annexure-IV** of the Tender document.

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 **Delhi Technological University** 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 **Delhi Technological University** 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 **Delhi Technological University** 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 **Delhi Technological University** 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 **Delhi Technological University** will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered 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 University 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 will be required to execute a contract agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of Rs. 4,94,100/- in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank from a commercial bank in an acceptable form (Annexure-IX) in favour of **The Registrar, Delhi Technological University, Delhi**. The Performance Security shall remain valid for a period of sixty 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.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS & CONDITIONS FOR PROVIDING CLEANING / SWEEPING OF ROADS AND EXTERNAL AREAS IN RESIDENTIAL AND NON- RESIDENTIAL AREAS AND COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE FROM THE CAMPUS OF DELHI TECHNOLOGICAL UNIVERSITY (DTU), BAWANA ROAD, DELHI-110042.

1. The contractor shall be responsible for any injury and accident to persons employed by him while on duty. It is desirable that all workmen are covered under an insurance cover.
2. The Agency/ Contractor shall provide Two set of uniforms to the workmen and ensure that they wear one all the times and maintain them clean. The firm's name on pocket & words CONTRACTOR WORKER on the back of upper should be inscribed.
3. All workmen of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/ Contractor at their own cost. The ID Cards will be issued by the Contractor. These will be countersigned by the authorized representative of Delhi Technological University, Delhi
4. The Contractor will provide Name, Address, Telephone No. & Photographs of its workmen posted at Delhi Technological University to Security Officer and General Administration Branch for records.
5. The Agency/ contractor shall be responsible for the good conduct and behavior of its workmen. If any workmen of the Agency/ Contractor is found misbehaving with the supervisory staff or other staff members of the Delhi Technological University, the Agency /Contractor shall terminate the services of such workmen forthwith at their own risk and responsibility. The Agency/ contractor shall issue necessary instructions to its workmen to act upon the instructions given by the supervisory staff of the Delhi Technological University.
6. The Agency /Contractor will be responsible for all the staff supplies, verification of their antecedents through Special Branch, Delhi Police and a certificate to this effect be furnished by the Agency / contractor to the Delhi Technological University before deployment of the staff. The Agency/ Contractor should maintain proper record / document of the same. These documents are required to be produced to the Delhi Technological University whenever required.
7. In the event of any loss being occasioned to the Delhi Technological University on account of the negligence of the duty by the Agency/ Contractor's workmen, the Agency / Contractor shall be liable to compensate the loss sustained to the Delhi Technological University either by replacement or on payment which will be decided by the Competent Authority of DTU.
8. That no right, much less a legal right shall vest in the contractor workers to claim / have employment or otherwise seek absorption in the Delhi Technological University nor the Contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the workmen of the Delhi Technological University . The workers will remain the workmen of the Agency / Contractors and this should be the solely responsibility of the Agency to make it clear to their workers before deputing on work at the Delhi Technological University.
9. The Agency/ Contractor shall not appoint sub- contractor to carry out any obligation under the contract.

10. The contractor will take day to day instructions from the Officer concerned of the Delhi Technological University and shall maintain diary for the same.
11. If the Agency / contractor fail to implement the schedule of services to the satisfaction of the authorized person of the Delhi Technological University or any day in any part of the Delhi Technological University, Delhi shall be penalized by imposing a fine as mentioned in COMPENSATION FOR BREACH OF CONTRACT. The penalty shall continue for successive days till the Agency /Contractor gets a certificate from the authorized officer in charge and such penalty shall be recovered from the bill of the contractor. The decision of the authorized officer shall be final and binding of the contract/ agency.
12. The Agency / Contractor shall give the Cleaning and garbage services on all days of the month i.e. round the period of contract as work specified in **Annexure III**. There will no separate payment for three National Holidays i.e. Republic Day, Independence Day and Gandhi Jayanti and the same is to be included in the daily/ monthly charge claim in tender by the contractor.
13. None of the workmen of the Agency / Contractor shall enter into any kind of private work at the different Universitys or residences of the Delhi Technological University during working hrs.
14. The workmen of the contractor shall be of good character and of sound health and shall be below the age of 50 years but not below age of 18 years and no worker will be allowed to stay in the Delhi Technological University. The supervisor engaged should be at least with 10+2 qualification with 5 years work experience in supervisory Capacity. The contractor shall be required to furnish the particulars of supervisor immediately after award of the work to officer in-charge of DTU.
15. The contractor shall maintain an Inspection Book as prescribed which will be made available to supervisory staff/ authorized officer of the Delhi Technological University. Fault / observation recorded there on shall be attended to immediately.
16. The monthly payment shall be made to the Agency / contractor on production of certificates of satisfactory completion of cleaning / sweeping services in the Delhi Technological University from the officer in-charge / authorized officer and duly verified by the AR (caretaking) and on submission of MCD receipts of dumping garbage to MCD sites to be verified & signed by AR (Caretaking). An authorization letter from MCD authorities regarding issue of garbage dumping receipts shall be provided by the contractor before start of execution.
17. The Agency / Contractor shall abide by all laws of the land including Labour Laws, Company Act, Child labour laws, tax deduction liabilities, Welfare measure of its workmen and all other obligations that enjoin in such onus shall be the exclusive responsibility of the contractor, and it shall not involve the Delhi Technological University in any way whatsoever.
18. The Delhi Technological University reserves that right to ask and require the contractor to remove any person deployed by him without assigning any reason/ notice.
19. In case of any dereliction of duty, gross neglect an unintended damage caused by the contractor or its staff or otherwise any harm done to the Delhi Technological University properties, its designated officials or other workmen, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal / judicial proceedings as well as pay penalty which the Competent Authority of DTU deem may deem fit.

20. The duration of the contract shall be two years and can be terminated even earlier by giving notice in writing on account of any of the following reasons:-
- i) On account unsatisfactory performance
 - ii) Breach of contract clauses
 - iii) Persistently neglect to carry out his obligations under the contract

When the contractor has made himself liable for action under any of the clauses aforesaid, the in charge on behalf of Delhi Technological University shall determine the contract as aforesaid (officer which termination notice in writing to the contractor under the hand of the officer in-charge shall be conclusive evidence) upon such the determination, the earnest money deposit shall be liable to be forfeited and shall be absolutely at the disposal of the Delhi Technological University. In the event of above courses being adopted by officer in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of having employed personnel or purchased T & P for the work.

21. The contractor shall in no case pay the workmen deployed by him less than the minimum mandatory rates per day / month as announced by Govt. of Delhi from time to time. The payment should be made by cheque in the presence of authorized Delhi Technological University representative and a record of that should be kept in a Register which may be examined by the Delhi Technological University at any time. In case the contractor fails to make timely payments to its workmen or at the minimum rates, the Delhi Technological University shall pay the workmen of the contractor directly and suitable deduction shall be made from the amount to be paid to the contractor. The contractor shall make payments to his workmen with details on Pay Slips which should be given to his workmen at the time of payment and copy of the PAY SLIPS to be submitted to Delhi Technological University every month for records.
22. The workmen of contractor shall be bound to perform the assigned jobs by officer in-charge even through the same may not have been included in the schedule of services.
23. Contractor will apply to the Labour commissioner for obtaining a Labour License as applicable and will submit a copy of license to officer-in charge within 3 months of the award of the work. In failure to do the same payment for subsequent months shall be stopped. In that situation it will be responsibility of the contractor to ensure that workmen should not be deprived of their wages. If the contractor fails to do so contract may be terminated forthwith.
24. To ensure proper cleaning of all the specified area as scattered at all over the campus, the officer in-charge may take the help of Facilities in charge or any such representative or each Deptt../Centre unit as the case may be.
25. The contractor would sign and give an undertaking as per proforma every month for compliance of the provision of contract Labour Act. Rule and other Law as applicable.
26. The manpower shall be required to report at 06.45 AM and the contractor shall get cleaned the road surrounding entire Academic area by 8.30 AM i.e. before the start of working hours on daily basis.
27. The Delhi Technological University can increase or decrease the manpower requirement in case there is a further increase or decrease in area to be cleaned. The increase/ decrease in manpower would accordingly affect the billing on pro-rata basis.

28. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Vice Chancellor of Delhi Technological University. The arbitration would be conducted and governed by and under the provision of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Delhi Courts only and no other court shall have the jurisdiction.
29. A Separate challan exclusive for the workmen deployed in DTU must be submitted for the payments of ESI & EPF, proof of having paid salary for previous month in respect of workmen alongwith the wages bills of the following months failing which no payment on account of ESI, PF will be made to the contractor by the University. In case contractor fails to provide the same within next 2 months, contract may be terminated without any notice to him.
30. The firm/agencies will get character & antecedents all the staff deployment duly verified of their through Delhi Police and submit their full particulars along with their recent photographs supplied to the Sanitation Unit with a copy of the same to be Security Officer Delhi Technological University.
31. Workmen deployed should not be changed due to security reasons. If any rotation of the cleaners if any change is required this may be done with prior intimation to the officer in-charge.
32. The cleaners deployed should not squatter in the open verandahs/ lawns during leisure hours instead they may use the store to be provided by the Delhi Technological University for resting and keeping their cleaning materials. Officer in charge will do the needful for providing a store to the contractor. They will also not change their clothes / uniform in open. Dignity & discipline of Delhi Technological University should be maintained always.
33. Feedback mechanism will be worked out to evaluate the performance of Cleaners.
34. Delhi Technological University is a 'NO SMOKING ZONE' The contractor should ensure that his workmen DO NOT SMOKE while working in the Delhi Technological University. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan / khaini / tobacco etc. they will not play cards or indulge in gambling on Delhi Technological University campus.
35. The Contractor shall be required to work as per SOP (Standard Operating Procedure) approved by the Delhi Technological University after award of work which shall require to be strictly followed.
36. The bidder is required to visit and study the Delhi Technological University before quoting the rates. No claim whatsoever on any amount shall be entertained by the Delhi Technological University.
37. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in Delhi Technological University and nothing shall be paid on this account.
38. The contractor shall keep himself fully informed of all acts and laws of the central and state Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
39. In case of any dispute, an interpretation of any clause, English version of the tender only will be taken finally.

40. The works are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.
41. The manpower engaged should be trained in management of bio-medical waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.
42. The works are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.
43. The manpower engaged should be trained in management of bio-medical waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.
44. The University reserves the right to cancel or reject all or any of the tender without assigning any reason.
45. Any act on the part of the tenderer to influence anybody in the University is liable to rejection of his tender.
46. Every employee so engaged by the contractor shall wear uniform 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.
47. The contractor shall engage the men/women whose age shall be between 18-50 years. 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 University. Adequate supervision will be provided to ensure correct performance of the said sanitation 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 move in their areas of responsibility.
48. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the University and to the Labour department.
49. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the works, is required to be submitted to the University. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the University is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.
50. The University shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.

51. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the University. 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 given an undertaking (on the format), duly countersigned by the concerned official of the University, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
52. The staff engaged by the contractor shall not accept any gratitude or reward in any shape.
53. The contractor shall be responsible to maintain all property and equipment of the University entrusted to it. Any damage or loss caused by contractor's persons to the University in whatever shape would be recovered from the contractor.
54. The contractor will not be held responsible for the damages/sabotage caused to the property of the University due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
55. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The University shall have right to have any person moved in case of patient/staff/visitor complaints or as decided by representative of the University if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
56. The payment would be made at the end of every month based on the documentary proof jointly signed by the representative of the University and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the University.
57. That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the University, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the University will be final and binding on the contractor.
58. 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 University.
59. The contractor shall ensure that its personnel shall not at any time, without the consent of the University in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the University and shall not disclose to any information about the affairs of University. This clause does not apply to the information, which becomes public knowledge.
60. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

61. Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge 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 obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

62. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
63. "NOTICE TO PROCEED" means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.
64. 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 Department 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 Department.
65. The contract period shall be Twenty four months from the date of the commencement (as mentioned in Notice to Proceed).
66. 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 to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
67. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the contractor.
68. 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 Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
69. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the contractor after each and every change.

70. The contractor shall indemnify and hold the Department 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.
71. 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).
72. Only physically fit personnel shall be deployed for duty by the contractor.
73. The contractor shall ensure that the staff shall not take part in any staff union and association activities.
74. The University shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
75. The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee employer relationship with any of the workers of the contractor.
76. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the University from the contractor.
77. If any underpayment is discovered, the amount shall be duly paid to the contractor by the University.
78. 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 University.
79. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
80. The contractor shall disburse the wages to its staff deployed in the University every month through ECS or by Cheque in the presence of representative of the University.
81. **OBLIGATION OF THE CONTRACTOR:-**

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.
82. The University 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.
83. **Dispute Resolution:-**
 - a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chancellor, DTU.
 - b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

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.

84. JURISDICTION OF COURT:-

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

FINANCIAL BID

(For area as specified in Annexure –III)

DETAILS TO BE PROVIDED BY THE AGENCY APPLYING FOR TENDER FOR SWEEPING OF ROAD AND EXTERNAL AREAS AND COLLECTION & REMOVAL OF GARBAGE CONTRACT IN DELHI TECHNOLOGICAL UNIVERSITY

(Schedule of Quantity)

Charge to be quoted for external cleaning/ sweeping, waste collection & disposal services (as given in **Annexure-III**) (The _____ No. of cleaners to be deployed & _____supervisor as representatives of the agency). As per the past experience approximately 27 un-skilled labourers/ cleaners & 02 semi-skilled supervisors are suitable for the said job.

X	Sl.	Description	Quantity	Unit	Rate	Amount for one month	Amount for one year
1.	(a)	Wages (minimum) (including VDA)					
		i) For Cleaners		Rate per person per month			
		ii) For Supervisor					
	(b)	Statutory Charges					
		ESI					
		i) For Cleaners		Rate per person per month			
		ii) For Supervisor					
		EPF					
		i) For Cleaners		Rate per person per month			
		ii) For Supervisor					
		Uniform Charges (including badges and shoes etc.)					
		i) For Cleaners		Rate per person per month			
		ii) For Supervisor					
	(c)	Service Charges					
		i) For Cleaners		Rate per person per month			
		ii) For Supervisor					

	(d)	Any other charges (specify like bonus etc) monthly basis.					
		i) For Cleaners ii) For Supervisor		Rate per person per month			
				Total A (a+b+c+d)=			
	(e)	Service Tax on A =(B)					
		Total (A+B)=C					
2.		Monthly T & P, Consumable Material Charges (as per list of T & P attached to Terms and conditions) (inclusive of all applicable taxes)		Rate per month			
3.		Disposal of inert waste/Non compostable & Non recyclable including horticulture waste from Delhi Technological University to dumping yard of municipal area through mechanical transport as per direction of Officer -in charge. Lead up to 20 kms per truck approximate (on truck per day) capacity of the truck should be at least 200 cu.feet.including labor, cost of cover etc. (inclusive of all applicable taxes)		Rate per trip per day			
				Total			

‘Y’ Rates (inclusive of all applicable taxes) per one thousand sq. meter area per year =

For your assistance in calculation of rates, following formula may be used:

$$\text{Rates per 1000 sq. meter area per year} = \frac{\text{Total annual rates as quoted above}}{\text{Total area i.e. 3,44,82,056 sq. met.}} \times 1000$$

ESI, EPF, Service Tax are reimbursable on production of documentary proof deposited (exclusively) for the staff engaged in Delhi Technological University , Delhi to the concerned authorities / University.

Note:

1. The bidders should quote unconditional rates neatly and duly signed and stamped on all pages.
2. Tender shall be valid for a period of 90 days from the date of opening Tender.

3. Contractor shall acquaint himself fully with site conditions and the working environment of Delhi Technological University, Delhi before quoting his rate. He is advised to do a complete survey at his own of all area of the campus before offering rates. No compensation on account of any site difficulties will be entertained at a later date after award of works.
4. Tender once submitted will remain with Delhi Technological University, Delhi and will not be returned to the bidders.
5. Entire tender document should be dully signed and stamped by the bidder.
6. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide cleaning / sweeping of roads and external areas in residential and non-residential areas and collection and removal/ disposal of garbage to the University for providing neat and clean environment. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges. Cost of uniform of personnel deployed by the contractor, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per square metre. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
7. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
8. The contract is for two years.
9. The area and number of articles shown above is indicative and the actual quantity may vary.
10. The bidders may quote the rates with the cleaning materials of ISI specifications.
11. 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.

Signature of the contractor

With seal

ANNEXURE-I

Web.: www.dce.edu



Tel. : 91-11-2787 1018
Fax : 91-11-2787 1023
E-mail : vcdu@dce.edu

DELHI TECHNOLOGICAL UNIVERSITY
(formerly DELHI COLLEGE OF ENGINEERING)
GOVT. OF NCT OF DELHI
Shahbad Daulatpur, Bawana Road, Delhi

TENDER FOR CLEANING / SWEEPING OF ROADS AND EXTERNAL AREAS IN RESIDENTIAL AND NON- RESIDENTIAL AREAS AND COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE

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

1.	Cost of tender :	<u>Rs</u>
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.	
7.	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.	License number under Contract Labour (R&A) Act, if any.	

12.	Details of Bid Security deposited:	
	(a) Amount :	Rs. _____ (Rupees in words also)
	(b) FDR No. or DD No. or Bank Guarantee in favour of	
	(c) Date of issue	
	(d) Name of issuing authority	
13.	Details of ISO Certification	
14.	Any other information	
15.	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.

(Signature of the bidder)

Name and Address

(with seal)

PARTICULARS SPECIFICATIONS

Services are to be provided by the contractor in Delhi Technological University campus to keep common area clean, which includes all external open areas, roads, road side berms, courtyards, car parks etc. by providing necessary men power, material and T & P etc. complete in all respect as per instruction of the Officer in-charge/ sanitary inspector of Delhi Technological University, Delhi. The work shall be carried out as specified below.

(A) Requirement for work of cleaning and sweeping of roads, footpaths courtyards, car parking, stadium (inside & outside area), picking up paper bits and all other waste malba including maintenance debris as decided by Officer in-charge.

1. All roads, berms, service lanes, courtyards, car parking and other open areas have to be swept every day during day hours. The total area to be swept daily is approx 3,44,82,056 sq. Meter. Details could be seen in **Annexure-III**. Only 50 % of manpower to be deployed on Saturdays and Sundays.
2. The above mentioned areas have to be kept clean and no litter of any kind will be left scattered anywhere in the Delhi Technological University.
3. All the waste collected from the above mentioned have to be transported in wheel barrows/ rickshaw hand trolley etc. (properly covered) and disposed off in the designated drop sites. Bio-waste should be thrown in the Bio and the recyclable bin. There are 5-6 twin such drop sites placed throughout the Delhi Technological University. About 100 Nos. of double bins placed at different locations of Delhi Technological University. However, the numbers and locations may vary from time to time depending upon need of the Delhi Technological University.
4. Fruit peels, groundnut husk and other litters have to be collected and disposed in the Bio and Recyclable bins.
5. The refuse shall neither be swept into the hedges/ shrubs growing around the lawns nor near the mouth of man-hole or rain water holes.
6. Leaves collected during sweeping from the roads, road berms, open spaces etc. will not be burnt. All leaves collected would be disposed of at prescribed site for bio decomposition. This will be followed even in spring and autumn where leaves collected would be more.
7. The Delhi Technological University roads, the toilets and area around the drop sites will be cleaned on daily basis and will be kept clean at all times.
8. The contractor will provide sufficient number of brooms, wheel barrows, handcrafts etc. to sweep and dispose off bio and recyclable waste.
9. Open spaces like backyard of different types of houses, and all hostels surroundings etc. have to be kept clean by picking polybags, paper etc. daily and brooming if necessary.
10. Tree leaves / trashes etc on the streets should be heaped in a place for lifting instead of brooming into the hedges. The heaped of tree leaves shall be lifted immediately after sweeping.
11. The waste material that can neither be composted nor recycled will be sent to authorized MCD dumping ground outside the Delhi Technological University regularly so as to avoid stinking. The necessary permission in this regard from local bodies shall be obtained by the contractor. Nothing extra is payable on this account.

12. The bio-waste composted as per the procedures laid down in the designated place at Old Nursery or any other area specified for the purpose will be used by the Delhi Technological University and its staff as and when required and as desired by authorized officer.
13. The contractor will lift the garbage apart from wet leftover food from the commercial sports in the Delhi Technological University. The lifting of wet food in the responsibility of the commercial establishments.
14. The Contractor shall abide by all other regulations of environment protection and waste disposal as and when notified by the Govt.; the contractor shall be liable for penalty for failing to comply with the regulation and the contractor shall keep DTU free of any encumbrance on this count.

(B) Requirement of work of collection of domestic waste / collection waste from all dust bins i/c surroundings of dust bin and from all hostels including disposal, segregation/ composting etc. complete alongwith supervisory services.

1. There are approx 326 houses/ blocks 8 Hostels & 07 administrative and teaching blocks on the Delhi Technological University.
2. Collection of garbage generated by all the household from dustbins and the 08 hostels including collection waste from all dustbins and specified points as defined from time to time has to be done on a daily basis. Only 50% of manpower is to be deployed on Saturday and Sundays.
3. The contractor should segregate the above waste as bio waste and as recyclable waste. Both the bio waste and the recyclable waste should be transported in a cycle rickshaw/ tempo (preferably covered) from where it will again be transported to municipal area, if required.
4. The contractor should be able to compost the entire bio waste as per the procedures laid down. The compost area will be designated at the DTU. The manure will be the property of DTU and used by the Delhi Technological University as and when required.
5. The waste containing recoverable recyclable material will be stored and not exposed to open atmosphere and shall be aesthetically acceptable and user friendly and disposed off the campus on weekly basis or any other suitable frequency . No extra charge on account of disposal shall be done by Delhi Technological University, Delhi.
6. The contractor will not be allowed to dump the collection waste at any place other than the specified on the Delhi Technological University.
7. The waste material that can neither be composed nor recycled will be sent to authorized MCD dumping ground outside the Delhi Technological University. Contractor shall make all arrangements for same. All necessary permission in this regard from local bodies shall be obtained by the contractor. Nothing extra is payable on this account.
8. The contractor will ensure cleanliness of the bins in the drop sites and also the area around it.
9. From time to time the contractor will also campaign amongst the residents to ensure that segregation of waste is done at the households by putting banners in connection with authorized officer.
10. The composting site should be kept clean and in proper condition. The site has regular local and international visitors and the contractor and his staff will take them around.

11. The bio degradable waste, invariably segregated waste and not containing any toxic contaminants shall be processed by composting, vermin composting, anaerobic digestion or any other approximate biological processing for stabilization of waste. It shall be ensured that compost shall be free from contamination due to heavy metals, pesticides or any other contaminant. The methods of compost are laid down in Annexure-IV. The compost/ manure will be stored in gunny bags and handed over to distributed too the Delhi Technological University as and when required.
12. The contractor should also ensure that there is no smell or flies in the compost area. The contractor will also not use any chemicals for composting.
13. The contractor will collect and dispose medical waste as per the norms prescribed in below.
14. Minimum 5 nos. of double chamber rickshaws for transporting of garbage in to be arranged by the contractor himself at his cost for collection of domestic waste.
15. Any other duties, which may be assigned from time to time apart form the duties , mentioned above to the contractor.
16. The contractor has to deploy all tools and plants including Truck/ Tempo alongwith driver, Rickshaw in suitable nos. for carrying out job nothing extra should be admissible on this account and rates quoted should be all inclusive.
17. The contractor must provide heavy leather/rubber gloves for handling items like broken glass, nails etc. and light cotton gloves for handling garbage where minor injury is not even anticipated.
18. Vehicle used for transportation of waste shall be covered. Waste should not be visible to public, nor exposed to open environment preventing its scattering.
19. The waste material that can be neither composted nor recycled at DTU site will be transported to municipal area (refer point 7).
20. It will be responsibility to the contractor to maintain all T & P in good condition and no extra payment shall be made for maintenance and operation of T & P.

(C) Disposal of dead animals

The contractor has to bury the dead animals like cat, dog etc as and when reported as per direction of officer in-charge / sanitary inspector to the designated places.

(D) Different methods of composting to be adopted by the contractor and methods for disposal of medical waste is given below:-

(A)

1. Bangalore methods: This is an anaerobic method conventionally carried out in pits, formerly the waste was an aerobically stabilized in pits where alternate layers of refuse and fresh cow dung were laid. The Pit is completely filled and a final soil layer is laid to prevent fly breeding entry of rain water into the pit and for conservation of the released energy. The material is allowed to decompose for 4 to 6 months after which the established material is taken out and used as compost.

2. Indore Method: This method of composting in pits involves filling alternate layers of similar thickness as in Bangalore method. However, to ensure aerobic conditions the material is turned at specific interval for which a 60 cm strip on the longitudinal side of the pit is kept vacant. For starting the turning operation, the first turn is manually given using long handled rakes 4 to 7 days after filling. The second turn is given after 5 to 10 days. Further turning is normally not required and the composted is ready in 2 to 4 weeks.
3. Window composting: In this methods refuse is delivered on a paved/ unpaved open space but leveled and well drained land in about 20 windows with each windows 3 m long x 2m wide x 1.5 m high with a total volume not exceeding 9.0 cu.m.

Each window would be turned on 6th & 11th day outside to the center to destroy insect's larvae and to provide aeration on 16th day. Window would be broken down and passed through manually operated rotary screen of about 25mm square mesh to remove the oversize country material. The screened compost is stored for about 30 days in heaps about 2m wide x 1.5 ft in height.
4. Vermi Composting: For vermin composting predigested organic matter is essential (15-30 days predigested) as earth worm cannot with stand high temperature generated during predigestion. Earth worm require low temperature (20-280)humid and shady place to work. Therefore, vermin compost unit should always be made under shade and kept moist. The vermibed should not be more than 1.5 ft in height.

(B)

The medical waste collected from the Delhi Technological University, Delhi sick bay has to be neutralized in the autoclave and even sent to the nearest land fill (okhla land fill.) However, till such time the autoclave is installed, the contractor is expected to send the medical waste to the nearest land fill/ Ohla land on a regular basis. The contractor shall follow guidelines as and when notified by GNCTD or any other competent Authority from time to time.

All above methods to conform with latest technical govt. standards and norms.

LIST OF T&P ITEMS

S.No	Particulars	Quantity (Minimum)
1.	Tempo / Truck alongwith Driver having valid Driving License (200 cu.ft approx)	01
2.	Double chamber Rickshaws	05
3.	Wheel Barrows	02
4.	Hand cart	02
5.	Consumable items i.e. brooms and other cleaning/Sweeping materials	As below

Minimum one trips of Tempo & Truck (total two) shall be made per day for lifting & disposal of waste. The charges of above T&P are inclusive of drivers and following consumable items shall be quoted in items No. 2 of schedule of quantity. Nothing shall be paid extra on this account

List of consumable items to be supplied by the contractor

1. Hard Brooms
2. Nariyal Brooms
3. Vim
4. Floor duster
5. Bucket
6. Mugs
7. Nylon Scrubber
8. Any other items necessary for satisfactory cleaning/sweeping/collecting and disposal of garbage.
9. Shovels
10. lifting equipments/Tasla etc.
11. Trowel.
12. Gloves.
13. Head Gears or any other safety items.

COMPENSATION FOR BREACH OF CONTRACT

S.No	Fault	Fine
1.	Unclean External Area (Grounds)	Rs. 200 (per 80 x80 m ²)
2.	Dustbin (no emptied or left over outside)	Rs. 200 (per dustbin)
3.	Unclean External Area (Buildings)	Rs. 200 (per 30 x 30m ²)
4.	Unclean Roads / footpaths	Rs. 200 (per 500 m length)
6.	Short supply of Manpower/ absentees	Rs. 300 (per cleaner per day) Rs, 400 (per Supervisor per day)
7.	Non-provision of Truck for disposal	Rs. 1000 per day
8.	Non-provision of wheel barrow, rickshaw and hand carts etc.	Rs, 200 per day for each equipment.

DETAILS OF AREA

1.	Total area taken into account for cleaning by Agency	(Sq.m (Approx) Area)	
a)	Academic Buildings surroundings	}	
b)	Residential Buildings surroundings		
c)	Hostels buildings surroundings		1,16,101.20 sq.met./ day
d)	Other non residential buildings surroundings		3,44,82,056 sq. met./ year
e)	Length of All Roads		
f)	Length of Footpaths		
g)	OAT & Leading Roads		

Note: The definition of external area surrounding the building complex is to be decided by officer in-charge whose decision in this regard shall be final & binding to the contractor. The area and number of articles shown above is indicative and the actual quantity may vary.

Contractor shall acquaint himself fully with site conditions and the working environment of Delhi Technological University, Delhi before quoting his rate. He is advised to do a complete survey at his own of all area of the campus before offering rates. No compensation on account of any site difficulties will be entertained at a later date after award of works.

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of Marks will be based on Annual Turnover, Manpower on roll, experience of running sanitation/housekeeping services, volume of work performed in preceding years, trained Sanitation/Hygiene Supervisory Staff on roll, ISO certification and other pre-qualification criterion prescribed in the Terms and Conditions of the contract (The concerned University may fix the marks accordingly).

Qualifying marks shall be 50% in individual criteria and 60% over all.

The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation. The work will be awarded to the L-1 agency. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

CHECK-LIST FOR PRE-QUALIFICATION BID FOR CLEANING / SWEEPING OF ROADS AND EXTERNAL AREAS IN RESIDENTIAL AND NON- RESIDENTIAL AREAS AND COLLECCTION & REMOVAL/ DISPOSAL OF GARBAGE

Sl. No.	Documents asked for Page number	Page No.at which document is placed
1.	Bid Security (EMD) of Rs._____ (Rupees in words) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of _____ (designation of the concerned officer), _____ (name of the Department) 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-VII).	
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. Copy of two similar annual contracts executed successfully and Client's completion certificate of job of cleaning/ weeping and waste collection & disposal services (Conservancy services) pertaining to external area of larger than Delhi Technological University, Delhi (not less than 50 acres in size) in the past three years ending 31.032011 in the premises of Central/State Government/ Autonomous bodies / PSUs or Universities. Etc. Please Attach the completion certificate issued by the officer of the rank of Executive Engineer or equivalent.)	

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/Housekeeping services (in years)		
4.	Volume of similar work done during last three financial years as specified in clause 2.2 of the NIT		
5.	Single work of more than Rs. _____ 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)		

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

To

(Designation and Name of the concerned Department)

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/housekeeping workers.
5. I/We do hereby undertake that neat and clean environment of the University 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.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.7.1 of the NIT)

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the University) (hereinafter called "the University") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing Sanitation/Housekeeping Services (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the University may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
- 3 That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the University, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para _____ of the NIT.
- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government.

WE undertake to pay to the University upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of the Bank

Name of Official_____

Designation_____

ID No._____

Name of Witness

(Stamp/Seal of Bank)

Address of Witness

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 _____ (Name of the University) (hereinafter called the "University") of the other part.
2. WHEREAS _____ (Name of the University) has awarded the contract for 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 University 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 University the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the University, the Bank is engaged to pay the University, any amount up to and inclusive of the aforementioned full amount upon written order from the University to indemnify the University 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 University 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 University 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 _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the University 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 University 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 University in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the University for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the University", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. 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.

Signature _____

Name _____

Address _____

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____(Month)_____(Year) Between the Board of Management, Delhi Technological University, Delhi through the Registrar, Delhi Technological University, Delhi (Name and address of the University) hereinafter called “the University”, 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 contractor”) (which expression shall, unless excluded by or repugnant to 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 _____ (Name of the University) for providing a neat and clean environment to the University.

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;
 - 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 University 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 University 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

For and on behalf of the Board of Management

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

_____Name

_____Name

on behalf of the Contractor in
the presence of:

on behalf of the Employer in
the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

