



DELHI TECHNOLOGICAL UNIVERSITY

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NOTICE INVITING TENDER FOR PROVIDING SANITATION/HOUSEKEEPING SERVICES, SWEEPING OF ROADS & DISPOSAL OF GARBAGE IN DTU CAMPUS.

E-tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide cleaning services related to housekeeping works sweeping of Roads and disposal of garbage by suitable and uniformed trained manpower Numbering, safai karmchari, supervisor for the Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110042 for a period of one year the work can be extending on contract basis/outsourcing basis through **e-tendering**.

Last date for submission/receipt of tender(s) **28 August 2017** at **03:00 PM** and will be opened by the Tender Committee in presence of tenderers or their authorized representatives who wish to remain present on the same day at **03:03 PM** in the Office of the Officer-in-Charge, General Administration, Delhi Technological University.

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.

**Officer – In- Charge
General Administration
Delhi Technological University.**

Estimated Cost: Rs 2,23,50,000/- (Rupees Two Crore Twenty Three Lac Fifty Thousand only) for one years.

EMD: Rs 4,47,000/- (Rupees Four Lac Forty Seven Thousand only)

NIT FOR OUTSOURCING OF SANITATION /HOUSEKEEPING SERVICES AND SWEEPING OF ROADS & DISPOSAL OF GARBAGE

INSTRUCTIONS TO BIDDERS

1. GENERAL: -

1.1 The present tender is being invited for Sanitation and Housekeeping Services and Sweeping of Roads under which the contractor shall provide sufficient uniformed trained personnel numbering, safai karamchari, supervisor and will use its best endeavors to provide sanitation and housekeeping of the building, equipments, materials, 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 Rs. 67,05,000/- (30% of Annual cost of tender i.e. **Rs. 2,23,50,000/-**) of during the last three financial years i.e. 2013-14, 2014-15 and 2016-17 in the books of accounts duly certified by the CA.

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. 89,40,000/-** (40% of the estimate cost of tender i.e. **Rs. 2,23,50,000/-**) or
- (b) Two similar completed works costing not less than **Rs. 1,34,10,000/-** (60% of estimate cost of tender i.e. **Rs. 2,23,50,000/-**) or
- (c) One similar completed work costing not less than **Rs. 1,78,80,000** (80% of estimate cost of tender i.e. **Rs. 2,23,50,000/-**).

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 DEPARTMENT:-

The bidder is required to provide Sanitation and Housekeeping Services and Sweeping of Roads & 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 Department 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 and Sweeping of Roads & disposal of garbage. The Tender document comprises of:

- (a) Notice of Invitation of Tender.
- (b) Terms and Conditions.
- (c) Tender form for providing Sanitation and housekeeping services Sweeping of Roads & disposal of garbage (Annexure-I)
- (d) Scope of Work (Annexure-II)
- (e) price bid
- (f) evaluation criteria for technical & Financial bid (Annexure-IV)
- (g) Check list for Pre-qualification Bid (Annexure- (V)
- (h) Check list for Technical Evaluation (Annexure-VI)
- (i) Undertaking (Annexure-VII)
- (j) Form of Bank Guarantee for Bid Security (Annexure-VIII)
- (k) Form of Agreement (Annexure-X)
- (l) Form of Bank Guarantee for Performance Security (Annexure-IX)

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 (Gen. Admn.)

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 Office In-Charge (GA) not later than two weeks before submitting his/her 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 Office In-Charge (GA), 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 4, 47,000** 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 "Registrar, Delhi Technological University 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 Registrar, Delhi Technological University, Shahbad Daulatpur, Bawana Road, Delhi-110 042 and submitted in the Office of Officer In-Charge (Gen. Admin.) 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 Sanitation and housekeeping Services.

8.3. BID PRICES:-

8.3.1. Bidder shall quote the **rates on the manpower basis** 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 and sweeping of roads 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, 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. 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 one years and the Department reserves the right to curtail or to extend the validity of contract on the same terms and conditions for such period as may be agreed to.

8.7. BID HOUSEKEEPING/SANNITATION & ROAD SWEEPING:-

8.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of 2% (**Rs 4,47,000**) 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 Registrar, Delhi Technological University 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:-

9.1.1. 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 2% 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 Registrar Delhi Technological University.

(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 GST /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 Annexure-V, VI and VII.

9.1.3. 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 Department 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 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 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 (DTU), 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 DTU, 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 DTU, 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 DTU, 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 DTU 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 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 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 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 Registrar, Delhi Technological University. 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 AND CONDITIONS OF THE CONTRACT

1. The execution of cleaning & housekeeping and sweeping of roads & disposal of garbage & must be done by uniformed workmen under hygienic conditions. Wherever mechanized equipments are needed the same should be employed while performing the work wherever required, wet mopping should be done.

2. The cleaning and housekeeping and sweeping of Roads are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.

3. 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.

4. It will be the sole responsibility of the contractor that the men engaged are trained and the University will not be liable for any mishap, directly or indirectly.

5. All the consumables and disposables/material required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be eco-friendly and reputed branded item only. Before using the consumer able items contractor should get verified all the items by the committee of the university or officer appointed for the purpose.

6. Mechanized equipments, wherever required, will be procured by the contractor.

7. The cleanliness will be periodically checked by the officers of the University or any authorized person 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, 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 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 any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of sanitation staff/supervisors absent on that particular day shall be levied by the University and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for

the same it will be treated as absence and penalty as mentioned in point 8(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of 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 system immediately.

(d). In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Principal Employer reserves the right to impose the penalty as detailed below:-

1. 20% of cost of order/agreement per week, upto four weeks delays.
 2. After four weeks delay the Department may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
9. If cleanliness is not observed upto the satisfaction of the University, a penalty of a minor fine of Rs.1,000/- per day or Rs.500/- per day per square metre, whichever is higher, or a major fine of Rs.5,000/- per day per square metre will be imposed on the contractor depending on the objective criteria as above.
 10. The Department reserves the right to cancel or reject all or any of the tender without assigning any reason.
 11. Any act on the part of the tenderer to influence anybody in the University is liable to rejection of his tender.
 12. 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.
 13. The contractor shall engage the men/women whose age shall be between 18-60 years.
 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 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.
 15. The contractor shall be responsible to provide immediate replacement to take place 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 Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation and housekeeping 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.
17. 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 sanitation 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.
18. 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.
19. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
20. 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 University and University shall ensure that the contractor complies with the provisions.
21. 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 give 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.
22. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
23. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University and shall not knowingly lend to any person or company any of the effects of the Department under its control.
24. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given

- to them by the University and shall not knowingly lean to any person or company any of the effects of the Department under its control.
25. The staff engaged by the contractor shall not accept any gratitude or reward in any shape.
 26. 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.
 27. 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.
 28. 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.
 29. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and 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.
 30. 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 Hon'ble Vice Chancellor of the University will be final and binding on the contractor.
 31. 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.
 32. The University 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 University.
 33. The contractor will deploy supervisors as per the need given by the University. The supervisor shall be required to work as per the instructions of University.

34. 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.
35. 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.

36. 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.

37. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the University shall be informed at least one week in advance and contractor shall be required to obtain the University's approval for all such changes along with their CVs.
38. "NOTICE TO PROCEED" means the notice issued by the University to the contractor communicating the date on which the work/services under the contract are to be commenced.
39. 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 University 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 University.
40. The contract period shall be twelve months from the date of the commencement (as mentioned in Notice to Proceed).
41. 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 University

shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

42. 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 University from the contractor.
43. 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 University, such money shall be deemed to be payable by the contractor to the University within seven days. The University shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
44. The list of staff going to be deployed shall be made available to the University and if any change is required on part of the University fresh list of staff shall be made available by the contractor after each and every change.
45. The contractor shall indemnify and hold the University 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.
46. 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).
47. The contractor shall not employ any person below the age of 18 yrs. and above the age of 60 yrs. Manpower so engaged shall be trained for sanitation and housekeeping services and fire fighting services before joining. In addition, University will also arrange training in batches by Civil Defense and Fire Service Departments for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Departments can tie up with bigger Departments in neighborhood for such trainings.
48. Only physically fit personnel shall be deployed for duty by the contractor.
49. The contractor shall ensure that the Sanitation/Housekeeping and Sweeping of Roads staff & disposal of garbage shall not take part in any staff union and association activities.
50. The University shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
51. 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.

52. 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.
53. If any underpayment is discovered, the amount shall be duly paid to the contractor by the University.
54. 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.
55. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
56. The contractor shall disburse the wages to its staff deployed in the Department every month through ECS only.

OBLIGATION OF THE CONTRACTOR:-

57. 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.
58. 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.

59. 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 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.

60. 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.

Note:-

1. Contractor shall provide uniformed and trained personnel and use its best endeavour to provide sanitation and housekeeping services to the Department 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 meter. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract is for one years.
4. The area and number of articles shown above is indicative and the actual quantity may vary.
5. The bidders may quote the rates with the cleaning materials of ISI specifications.
6. **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.**



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TENDER FORM FOR PROVIDING SANITATION SERVICES

1. Cost of tender
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. Licence 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:

12. 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)



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SCOPE OF WORK OF THE CONTRACTOR

The contractor shall provide the sanitation/housekeeping services and Sweeping of Roads and disposal of garbage at the Delhi Technological University.

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

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, Rolling shutters, railings, mirrors aluminium grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, 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. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flower pots, cleaning and maintenance of lawns.
3. Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthaline balls, room freshners, etc. to maintain hygienic atmosphere.
4. Cleaning and maintenance of all the drains within the compound of the Department.
5. Cleaning of dustbins to an approved location, clearance of segregated bio-medical waste as per the prescribed norms of bio-medical waste disposal at designated places.
6. Pest control, mosquito control including winged pests, larva control and rodent control of the entire campus of the Department in all covered and open area.
8. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switch boards, Air-conditioners, etc. with dusting or wet mopping or vacuum cleaning.
9. Cleaning of all lighting, indoor as well as outdoor, and electrical fixtures.

10. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
11. Cleaning of lifts (all components).
12. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
13. Cleaning of all miscellaneous equipments as available or being provided from time to time.
14. The cleaning of carpets, etc. with modern gadgets shall be done once a week.
15. Sweeping/Cleaning and wet mopping of the main hall of canteen/kitchen/pantry shall be done twice a day.
16. Cleaning dusting of Library Books and Racks.
- 17. Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the contractor.**

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

ANNEXURE-III**PRICE BID FOR SANITATION/HOUSEKEEPING, SWEEPING OF ROADS
AND DISPOSAL OF GARBAGE**

Sr. No.	Designation of employee	Minimum wages per person per month	ESI	EPF+EDLI	Bonus	Service Charge	Total
1.	Unskilled workmen						
2.	Skilled workmen						
3.	Daily charge for the disposal of garbage from University Campus to MCD Khatta						
4.	Cost of Consumable items						

Standard Operating Procedure

Sl. No.	Description of work	Frequency/ Periodicity
1.	Sweeping in covered area	Once in a day and as and when required.
2.	Scrubbing, wet cleaning of floor, passages and different types of floor area provided in different rooms and stair cases of the building.	Once in a day and as and when required.
3.	Sweeping open space like roads, courtyards, garage, parking lots, etc.	Once in a day and as and when required.
4.	Cleaning open space like lawns, play grounds, etc., where necessary	Once in a day and as and when required.
5.	Cleaning and sanitation of Toilets and Bath Rooms and passages, etc. attached thereto.	Twice a day. (Total number of toilets & bath rooms)
6.	Sweeping/ cleaning/wet mopping of main hall of canteen/kitchen/pantry	Twice a day.
7.	Cleaning of mirrors, dressing tables, urinal pots and other articles contained in toilets and bath rooms.	Twice in a day.(Total number of articles)

8.	Cleaning of different types of doors/window frames/glasses fixed to the doors, windows and fixtures	Daily and as and when required. (Total number)
9.	Cleaning of portable fire extinguishers/ Smoke detectors/Fire detectors/ Fire detection panel, etc.	Once in a fortnight. (Total number)
10.	Cleaning of telephone sets and accessories	Daily and as and when required. (Total number)
11.	Cleaning of computers/photo-copier machines/other office equipments	Daily and as and when required. (Total number)
12.	Cleaning of Indoor light fittings/External light fittings and accessories.	Once in a week and as and when required. (Total number)
13.	Cleaning of switch boards/panels/distribution boards/fans/ exhaust fans and accessories	Once in a week and as and when required.
14.	Pest control/Rodent control/Mosquito control	Once in a fortnight and as and when required (under non- Office hours)

I. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL BIDS

Scoring of ten 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 Department may fix the marks accordingly)

The firm/agency which has secured seven out of ten marks will be considered as technically qualified. 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.

Marking System

Sr. No.	Information	Marks
1.	Annual Turnover	2
2.	Manpower on roll	2
3.	Experience of running sanitation/house keeping services	2
4.	Volume of work performed in preceding years,	2
5.	Trained Sanitation/Hygiene Supervisory staff on roll	2
6.	ISO certification and other	2



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

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of _____(Registrar, Delhi Technological University), _____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.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2.1 of NIT)	
12.	Any other documents, if required.	

Signature of the
Bidder (Name and Address of
the Bidder) Telephone No.



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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 and sweeping of roads (in years)		
4.	Volume of 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 Department 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.

ANNEXURE-VIII

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 Department) (hereinafter called "the Department") in sum of Rs.

_____ for which payment will and

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 Department 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 Department, 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.
- IV. 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 Department 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

Name of Witness
Address of Witness

Signature of Authorized Official of
the Bank Name of Official_
Designation_____
ID No._____
(Stamp/Seal of Bank)

ANNEXURE-IX

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 Department) (hereinafter called the "Department") of the other part.

2. WHEREAS _____ (Name of the Department) has awarded the contract for sanitation/housekeeping services & sweeping of roads & disposal of garbage 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 Department 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 Department the full amount of Rs. (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department 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 Department 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 Department 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 Department 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 Department 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 Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "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 _____



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FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ Day _____ (Month) _____ (Year) Between the Board of Management, Delhi Technological University hereinafter called "the Department", 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 and sweeping of roads to the Delhi Technological 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,
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the time, in manner prescribed in 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

For and on behalf of the President of
India
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
Name
Singed, sealed and delivered for and
behalf of the
Employer in the presence of:

By the said
Name
on behalf of the Contractor in on

the presence of:
Address

Witness _____

Name _____

Address _____

Name _____

Telephone No:

Telephone No:

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 his 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.

3. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
4. "NOTICE TO PROCEED" means the notice issued by the DTU to the contractor communicating the date on which the work/services under the contract are to be commenced.
5. 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 fulfilment 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 DTU.
6. The contract period is for one year from the date of the commencement (as mentioned in Notice to Proceed).
7. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the DTU shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
8. 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 DTU from the contractor.
9. 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 DTU within seven days. The DTU shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Guarantee for Skilled workmen.

10. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.

11. 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).

12. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years.

13. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.

14. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The DTU does not recognize any employee employer relationship with any of the workers of the contractor.

15. 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 Department from the agency.

16. If any underpayment is discovered, the amount shall be duly paid to the agency by the DTU

17. 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 DTU etc.

18. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee in every month. The payment will be released to the contractor only after depositing the proof of ESI, EPF to respective statutory bodies in respect of Manpower deployed at DTU Campus.

19. The cheque of service Tax amount will be made in the name of concerned department and responsibility to deposit the same will be awardee contractor.

20. The University will not entertain any complaint from the deployed workmen in regard to non-release of salary to them; it will be sole responsibility of the awardee contractor to handle the issue(s) without any hurdle in the service.

21. Penalty:

Process	Requirement	Penalty
1. Deploying Adequate number of personnel	The contractor will provide adequate number of personnel for meeting the service requirement of the department	Rs. 1000/- for every instance when the deployment is found to be deficient.
2. Skilled workmen to report in uniform	Approved uniform design with name badge.	Rs. 500/- for every member of Skilled workmen

		not found in prescribed uniform.
3.Misconduct/misbehavior/Indiscipline by the Skilled workmen	i) The workman should be courteous to the staffs disciplined. ii) They should not smoke and spit on the walls/floors etc.	Rs. 500/- per every instance.
4.Copy of individual ESI card issued to each workmen	The contractor will provide a copy of individual ESI card issued to each workman within 30 days from the award of contract.	Rs. 2000/- per day in respect of non submission of individual ESI card.
5.EPF Pass book or Statement of individual EPF deposits	The contractor will provide individual Pass book or statement of individual EPF deposits.	Rs. 2000/- per day in respect of non submission of individual Pass Book/Statement.
6.Payment of Workmen	The contractor will pay monthly wages to their workmen on or before 7 th of every month by ECS only	Rs. 2000/- per day for payment of wages to the workmen after 7 th of every month.

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.

3. 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 Principal Secretary/Secretary (of the Administrative Department), Government of NCT of Delhi.
- 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.
- C) 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 .