Punjab Engineering College, Chandigarh

(Deemed to be University)

E-TENDER NOTICE

Punjab Engineering College (Deemed to be University), invites online E-Tender under Two bid system (Technical & Financial) from specialized & reputed firms/ agencies for providing sanitation and housekeeping services as per details given below:

Period of Contract	Estimated	EMD	Online submission of tender
	cost		
Initially for one year, extendable	85.00 lacs	1.7 lacs.	Start date: 03.01.2020
by another two years on year to	per annum		
year basis.			End date: 17.01.2020

Tender document can be downloaded from the website of Punjab Engineering College, Sector-12, Chandigarh www.pec.ac.in or http://etenders.chd.nic.in

Estate Officer

Punjab Engineering College, Chandigarh

Phone: 0172-2753059

Fax: 0172-2753284

Punjab Engineering College, Sector-12, Chandigarh TENDER DOCUMENT

TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF HOUSEKEEPING SERVICES.

IMPORTANT INSTRUCTIONS FOR BIDDERS

- 1. Tenders without digital signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical form it shall be rejected.
- 2. Before submission of on-line bids, bidders must ensure that scanned copies of all the necessary documents have been up-loaded along with the bid.
- 3. Punjab Engineering College, Chandigarh will not be responsible for any delay in on-line submission of bids due to any reason whatsoever.
- 4. For the tender to be valid the Earnest Money Deposit is acceptable only in the form of Demand Draft drawn in favour of Director, Punjab Engineering College, Chandigarh and payable at Chandigarh. The bidder is required to submit EMD in the Estate Office of the Punjab Engineering College, Chandigarh on the specified date.
- 5. The tenderer(s) should submit their tender in three parts i.e. (i) Bid Guarantee (Earnest Money Deposit) (ii) Technical Bid (iii) Price Bid. Each part should be submitted separately as explained below:
 - (i) Bid Guarantee (Earnest Money Deposit) in physical form should be placed and submitted in a separate sealed cover duly super-scribed "BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING SANITATION & HOUSEKEEPING SERVICES" and submitted in the Estate Office of the Punjab Engineering College, Chandigarh on the specified date. Its scanned copy is also required to be uploaded online on the specified date.
 - (ii) Technical Bid/ Tender Document including Section-A to Section-E along with Annexure-I to Annexure-V should be submitted online as well as in a separate cover in physical form with covering letter as per Annexure-I.
 - (iii) Price Bid should be submitted on-line only.
- 6. The Tenderer should keep his offer valid for acceptance for a period of 90 days from the date of opening of the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
- 7. EARNEST MONEY/ SECURITY DEPOSIT and/ or any other sum of the tenderer(s) lying with the Director, Punjab Engineering College, Chandigarh in connection with any other tender/ case shall not be considered/ adjusted against this tender.
- 8. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
- 9. The tenderer, on any working day during office hours, is required to inspect the Areas/Locations/Buildings, where the services are to be provided so as to assess the required work output, work quality, quantity and time frame.
- 10. The E-tender shall be opened on-line on the specified date and time. In the event of the date of receipt or opening of tender being declared a holiday for the Punjab Engineering College, Chandigarh, the last date of receipt/ opening of the tender shall be the next working day at the same time and venue.
- 11. The tenderer(s) shall be at liberty to be present, in person or be represented through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, they must furnish the authority letter from the tenderer whom they are representing otherwise they will not be allowed to participate in the opening of the tender.

- 12. Subletting of contract after allotment is not allowed under any circumstances.
- 13. The institute reserves its right to reject all bids and annul the bidding process at any time prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
- 14. The bidders are required to submit realistic/ reasonable and justified rates. They should also take into consideration the deduction of TDS and other statutory deductions at source, etc. as per Govt. orders in vogue. Any bidder, quoting rates, which are unrealistically/ unreasonably low/ high vis-à-vis the estimated rate shall be out rightly rejected. If a firm quoted 'Nil' charges, the bidder shall be treated as irresponsive and bid will not be considered.
- 15. In case of violation of any of terms and conditions as mentioned herein, Earnest Money of the tenderer(s) shall be forfeited in full by the Director, Punjab Engineering College, Chandigarh.
- 16. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/ authority to whom he shall submit the tender or the tender accepting officials/ authority before the finalization of tender shall render the same liable for rejection.
- 17. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/ relax any terms and conditions of the tender.
- 18. The tendering document includes the following:

a	A copy of tender notice at Section-A
b	Scope of work at Section-B
С	Eligibility and other terms and conditions for the bidders at Section-C
d	Terms of payment at Section-D
e	Check list for evaluation of Technical bid at Section-E
f	Proforma for price schedule at Section-F (to be submitted on-line).
g	Forwarding letter for Technical bid at Annexure-I
h	Bidders particulars Proforma at Annexure-II
i	Certificate of works by bidder at Annexure-III
j	Certificate for work/ performance at Annexure-IV
k	Proforma for affidavit for non- blacklisting and competency at Annexure-V

Estate Officer
Punjab Engineering College,
Sector-12, Chandigarh

Phone: 0172-2753059

SECTION-A

Punjab Engineering College Chandigarh

(Deemed to be University)

E-TENDER NOTICE

Punjab Engineering College (Deemed to be University), invites online E-Tender under Two bid system (Technical & Financial) from specialized & reputed firms/ agencies for providing sanitation and housekeeping services as per details given below:

Period of Contract	Estimated	EMD	Online submission of tender
	cost		
Initially for one year, extendable	85.00 lacs	1.7 lacs.	Start date: 03.01.2020
by another two years on year to	per annum		
year basis.			End date: 17.01.2020

Tender document can be downloaded from the website of Punjab Engineering College, Sector-12, Chandigarh www.pec.ac.in or http://etenders.chd.nic.in

Milestone dates of e-tendering:

TABLE - 2 Time Schedule

I	Date of publication	
I	Downloading & submission of e-	Start date: 03.01.2020 at 05:00 p.m.
	tender document	End date: 17.01.2020 at 03:00 p.m.
II	Pre Bid Meeting (If any)	Date: 09.01.2020 at 11:00 a.m.
III	Physical submission of EMD and other	Start date: 06.01.2020 at 09:00 a.m.
	necessary pre-qualification documents.	End date: 17.01.2020 at 03:30 p.m.
IV	Opening of Technical Bid (online)	Date: 17.01.2020 at 03.30 p.m.
V	Opening of Financial Bid of only	To be informed after checking eligibility of
	eligible technically qualified bidder	Bidders
	determined by Committee.	
VI	Place of opening of bids	Punjab Engineering College, Sector 12 Chandigarh
VII	Address for communication	Estate Officer
		Punjab Engineering College, Chandigarh Sector 12
		Chandigarh 160012

Important Notes:

- I) Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
- II) Bid document can be downloaded from the website of Punjab Engineering College, Chandigarh www.pec.ac.in or http://etenders.chd.nic.in
- III) The agency has to produce documents such as EMD (original document) and self-attested copies of eligibility documents as mentioned in Section-C/ Section-E (properly attached and marked in the same sequence as that indicated in Section-E) and other necessary documents on the date fixed for the same as above. The failure of the agency to furnish the said documents will entail summarily rejection of its tender.
- IV) The details of Terms & Conditions are available in the respective Tender documents (Section-C)
- V) The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.
- VI) The bidder shall have to give a presentation during Pre-bid conference about the structure and number of employees (categories wise) they will provide for the services mentioned in the scope of work.

Estate Officer

SECTION-B

B.1 Scope of work

- 1. <u>Scope of Sanitation & Housekeeping Services may include</u>
 - a) Housekeeping services including sweeping, dusting, removal of spider webs, cleaning of window panes, cleaning and mopping of floors of auditoria, seminar rooms, common rooms (boys/ girls), drawing halls, lecture halls, tutorial rooms, labs, offices, verandas, corridors, stair halls, and toilets (by mopping/ washing with water, detergents/ disinfectants, etc.), etc. throughout the PEC campus. The detailed scope of work is as presented below.

Zone No.	Tentative No of Toilets	Scope of Work
Zone 1	10	• Sweeping and mopping of floor area, twice in a day for zone1
Zone 2	08	to Zone 5.
Zone 3	20	• Cleaning of all toilets in zone1 to Zone 5 including market area.
Zone 4 Zone 5 (NAB)	08	 Cleaning of glass panes of windows. Removal of cobwebs and cleaning of ceilings, cleaning of flush heads and washing of floor area on a WEEKLY basis. Dusting almirahs, cupboards, phones, partition walls, doors, windows, Notice Boards, Flower Vases & pieces of decoration and other materials available in the Punjab Engineering College, Chandigarh buildings once in a week. To provide naphthalene balls, toilet rolls, liquid soap, airfresheners, etc. To spray room fresheners/ perfume to maintain pleasant odour as and when required at important locations. To attend, clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes and underground sewer lines.
Other Services under the domain of housekee ping services		 Collection of garbage including kitchen waste and garden waste on all the days of the week from all the college residences, public buildings and other open spaces, etc. and deposit the same in the Solid Waste Management (Sehaj Safai Kendra, SSK) Plant of the college. The day-to-day maintenance of the SSK will also be undertaken by the Contractor. Disposal of the waste from the Institute SSK to designated dumping areas of Chandigarh Administration once in a week using motorized vehicle Removal of dead animals from PEC campus as and when required. Cleaning of all roads and parking area in Punjab Engineering College, Chandigarh twice in a day using motorized vehicle or manual worker (Motorized cleaning of roads and parking area is mandatory once in a week). Any other work required for smooth functioning of sanitation services as directed by Supervisor / Officer-in-charge nominated by Director Punjab Engineering College, Chandigarh.

S. No	Activity	Daily	Weekly	Monthly	Machine/Equipment
1	Corridor Cleaning	Wet Mopping twice a day, Brooming twice	Deep Scrubbing & Drying with Single Disk Scrubber & Dryer	Grinding of Corners and edges	Auto Scrubber Wet & Dry Vacuum Cleaner, hand grinder Dust Controller.
2	Staircase Cleaning	Wet Mopping followed with Dry Mopping & Grill Cleaning Twice a Day	Vacuuming with Dry Vacuum Cleaner	Scrubbing & drying of Staircase Landing Areas with Single Disk Scrubber & Wet Vacuum Cleaner	Auto Scrubber Wet & Dry Vacuum, Dry Vacuum.
3	Door & Door Handle Cleaning	Damp Wiping	Deep Damp Cleaning, Brass Polishing (if any)		Manual
4	Drinking Water Area Cleaning	Vacuum drying with Wet vacuum Cleaner	Scrubbing & Drying with Single Disk Scrubber & Wet Vacuum		Auto Scrubber / Dry Vacuum Cleaner
5	Garbage Collection	Removal of Garbage in each shift	Washing of Dustbins		Manual
6	Glass & Glass Partition Cleaning	Damp Wiping	Washing & Drying		Manual/ Glass cleaning kit
7	Wall		Damp wiping up to reachable height	Removal of Cobwebs with Dry vacuum	Dry Vacuum Cleaner
8	Fire Extinguishers Cleaning	Damp Wiping			Manual
9	Chairs outside offices	Damp Wiping	Vacuum Drying with Dry Vacuum Cleaner		Manual
10	Window Gates	Damp Wiping	Washing & Drying		Manual

11	Entry Gates	Damp Wiping		Washing & Vacuum Cleaning with Dry Vacuum Cleaner	Dry Vacuum Cleaner/ Duster
12	Door mats	Vacuuming with dry Vacuum Cleaner		Washing with High Pressure Jet	
13	Electrical switches		Dry Wiping		

Washroom/Toilets cleanings in various zones, the manner as below:-

S. No.	Activity	Daily	Weekly	Fortnightly	Monthly	Machine/Equipm ent
1	Floor Cleaning	Wet & Dry Mopping 3 times a day with phenyl.	Scrubbing& Drying with Single Disk Scrubber & Wet Dryer			Auto Scrubber wet & dry Vacuum Cleaner
2	Side wall Cleaning	Damp Wiping				Manual
3	Doors & door handles Cleaning	Damp Wiping	Signage Damp Wiping			Manual
4	Wash basin & surrounding Area Cleaning	Washing with cleaning agents.				
5	Mirror cleaning	Washing & Drying				
6	Commodes Cleaning	Washing with Phenyl/ Acid				High Pressure Jet
7	Urinals Cleaning	Washing With Phenyl/ Acid				High Pressure Jet
8	Dustbin Clearance &Cleaning	Garbage Collection& Removal	Washing of Dustbins			
9	Exhaust fan Cleaning, Tube light Cleaning		Damp Cleaning			
10	Liquid Soap filling	As per requirement				
11	Naphthalene ball changing			Fortnightly or as reqd.		

NOTE:

- i. Suitable number of female cleaners should be deployed for taking care of cleaning works of ladies toilets and ladies rooms. Only male workers should be deployed to clean the Gent's toilets in the premises. The toilets should be cleaned every day with utmost care.
- **ii.** The choking of the sanitary installations e.g. W.C.'s Traps, Bottle Traps, and Gully Traps etc. is to be cleared within 24 hours of noticing the complaint.
- **iii.** The contractor shall submit daily cleaning report/chart signed by authorized person at every point/area.
- iv. The timing of the workers is from 8:00 AM to 5:00 PM including one hour lunch. Some of the workers should be available in odd hours as per the requirement of site or officer in charge.

Requirement of equipments for cleaning (All the cleaning equipments should be of make Eureka Forbes, Taski, Comac or equivalent Make only).

S. N.	Model	Quantity
1.	Auto Scrubber Drier	2
2.	High Pressure Jet	2
3.	Wet & Dry Vacuum Cleaner	1
4.	Glass Cleaning Kit	2
5.	Spider Kit	2
6.	Garbage Rickshaw	3

Note: Other equipment if required any shall be arranged by the agency at their cost as and when required.

Minimum requirement of Consumable materials for cleaning (All the cleaning material should be of reputed make shall be approved by PEC.

S.No	Name of Chemicals & Consumables	Quantity	Unit / Month
1	Odonil	50	Nos
2	Naphthalene ball	03	KG
3	Hard Broom	20	Nos
4	Soft Broom	30	Nos
5	Compound Broom	30	Nos
6	Urinal Pad	50	Nos.
7	Dry Mop	35	Nos
8	Dry Mop Refill	35	Nos
9	Wet Mop	35	Nos
10	Wet Mop Refill	35	Nos
11	Duster Checked	36	Nos
12	Duster Yellow	20	Nos
13	Floor Duster	35	Nos
14	Scotch Brite	20	Nos
15	Spray Can	35	Nos

16	Toilet Brush	25	Nos
17	Wiper (Commercial type)	35	Nos/ 3 Month
18	Glass Wiper	05	Nos/ 3 Month
19	Bucket & Mug Set	18	Nos/ 3 Month
20	Brasso	2	Nos
21	Pynol	5	5 LTR Can
22	Harpic	4	5 LTR Can
23	Cleanzo Floor Cleaner (or equivalent of preferred make)	10	5 LTR Can
24	lass Cleaner (or equivalent of preferred make)	3	5 LTR Can
25	Taski Spiral Floor Cleaner (or equivalent of preferred make)	20	5 LTR Can
26	Hand Wash	20	Nos
27	Room Freshener	20	Nos
28	Tissue Box	15	Nos
29	gloves and mask for safety	15	Nos.
30	Shoes	Each staff	As per requirement

Note: The requirement of manpower machine, tools and material are tentative. Bidders must survey the site to check the actual requirement and quote the rates accordingly.

Area to be cleaned under the contract is as follows:

Academic (Institutional) area: The area covered in academic area given below:

Sr. No.	Name of the Building	No. of Floors	Total Area (Sq.ft.)
1	New Admn. Block	3	34443
2	Environmental Block	3	7887
3	Extension to Hydraulic/Industrial Lab	1	15373
4	Str. Lab (40' High)	1	5343
5	Matallugical & Irrigation Lab	1	21441
6	Admn. Block Irrg. Dept.	1	2221
7	Extn. Irrg./hydraulic Lab	1	3993
8	Gymnasium Bldg.	1	8389
9	Swimming Pool	1	5716
10	Squash Court (Old)	1	1452
11	Squash Court (New)	1	2326
12	Community Centre	1	4442
13	Faculty Guest House	2	7171
14	Student Centre (Canteen at G.F)	3	9987
15	Science Block	1	20192
16	Workshop Block	1	15963
17	Extn. Workshop Block	1	14193
18	High Voltage Lab	1	2434
19	NCC Block (with Chokidar Quarters)	2	7250
20	Lab. Block	1	20748
21	4 Nos. Lecturer thearters	1	5200

22	Admn. Block Production Engg. Dept.	2	20655
23	Auto Shop	1	2838
24	Production Engg.Workshop	1	31521
25	Academic Block	3	47293
26	Structure Block	3	34412
27	Aeronautical Lab	1	17139
28	Canteen, Dispensary, Coop Store	1	4243
29	Shoping Centre (Old)	1	4085
30	Extn. To Shopping Centre	1	8498
31	PG Course in Rotodynamic	2	7423
32	Rotodynamics Lab	2	10025
33	Computer Science Block	3	40012
34	Extn. To Single Storey Lab	1	21520
35	Old Admn. Block	1	13797
36	Basement and Double Storeyed Lab	3	45119
37	Auditorium Block	1	10068
38	Library Bldg. & Computer Centre at basement	4	22849
39	3 Storey Bldg. Under Elect. Expansion Scheme	3	15306
40	Computer Centre	1	7320
41	New Academic Block	4	52328
42	Neelgiri	3	25780
43	Guest House	2	7171
44	Director Residence	1	4865
	Other area like road, drainage, roofs, open area		
	near departments, play ground etc. for sweeping		
45	and disposal of the waste material		4422900

Note: All the indoor and outdoor/ open area may be surveyed by the contractor before quoting the rates.

Tentative requirement of manpower to clean the above area.

Deployment of Manpower	Minimum Required manpower
Housekeeping Supervisor (Skilled)	1
Housekeeper, Unskilled (Male + Female)	34
Total	35

SECTION-C

C. Eligibility and other terms and conditions for the bidders

C.1 Eligibility conditions

- 1. The bidders should fulfill the following requirements:
 - a) The bidder/ firm/ organization should be registered with registrar of companies/ firms. (Enclose certificate of incorporation).
 - b) The bidder should not have been blacklisted/ prosecuted by any Govt./ Statutory bodies/ autonomous organization/ any court of law. Also, the bidder should have requisite capacity and competence to provide equipment/ implements/ consumables and services as mentioned in scope of work (Enclose affidavit as Annexure-V).
 - c) The bidder should have successfully completed three similar works of providing sanitation and housekeeping services to any Dept./ Autonomous body/ Institute/ University/ Public Sector Undertaking of Govt. of India or any other State Govt. or local bodies/ Municipalities etc. during the last 7 years with atleast 35 persons at each location. (Enclose certificates as at Annexure-III & IV).
 - d) The bidder should have
 - (i) EPF, ESI, EDLI Code number
 - (ii) GST registration number
 - (iii) PAN No. (Enclose scanned self-attested copies)
 - (iv) The successful tenderer/service provider shall obtain all registration(s) /permissions(s) / license(s) etc which are /may be required under any labour or other legislation (s) for providing the services under the agreement.
 - (v) The service provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) act 1970, if applicable for carrying out the purpose of the contract agreement. The service provider shall further observe and comply with all government laws concerning employment of staff employed by the service provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirement of law.
 - (vi) The service provider shall give and undertaking by the 22nd of each month in favour of the department that he has complied with his statutory obligations.
- 2. The bidder should submit the following documents:
 - a) Self-attested copy of the latest income tax return (FY: 2017-18) or latest.
 - b) Self-attested copy of the latest audited balance sheet (FY: 2017-18) or latest. Average annual turnover of related services during the last three years ending 31st march of the previous F.Y. should be atleast 100.00 lacs.
 - c) Self-attested copy of the latest EPF return/ Annual Statement of Contribution

C.2 Other Terms and Conditions

1. The agreement/ contract would come into force within 7 days after the issue of letter of allotment by the institute. Initially, the contract shall be for two years. However, it can be extended for another one year on the same terms and conditions, subject to quarterly appraisal and review by the institute. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement,

the contract may be terminated even before the scheduled time by giving advance notice of three months to this effect. In the event of premature termination of the contract for the reasons mentioned herein above, the entire security deposit shall be forfeited. In case the contract is not extended beyond two years before its expiry, it will automatically stand terminated on the expiry of the contract period without any prior notice.

- 2. Within 7 days from the date of issue of allotment letter, the successful bidder shall be required to submit a bank guarantee of 5% of the total value of contract towards performance guarantee for the entire duration of contract. The security shall be refunded three months after the successful completion of the contract and that too only after all the items/ dues, if any, outstanding against the contractor, are cleared. Further, in the case of successful bidder, the Earnest Money Deposit of Rs.1,70,000/- (one lac seventy thousand only) shall be converted into interest free security deposit and shall be held with the institute.
- 3. The financial bid of only those bidders will be opened who qualify in the technical bid.
- 4. A prospective bidder, requiring any clarification of the bid documents and get the same during Pre-Bid conference.
- 5. At any time, prior to the date of submission of bids, the institute may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents.

Such amendments shall be notified to all prospective bidders and a corrigendum issued on-line and these amendments shall be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the institute may, at its discretion, extend the deadline for the submission of bids suitably.

- 6. An individual signing the bid or other documents in connection with the contract shall indicate his/ her full name below his/ her signatures and must specify whether he is signing as:
 - a) A sole proprietor of the firm or authorized attorney thereof.
 - b) A partner of the firm, in which case he/ she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Public Notary, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of Attorney should be furnished.
 - d) In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming part of the contract on behalf of another, shall be deemed to warranty that he has the authority to sign such documents, and if on enquiry it appears that the person has no authority to do so, the institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/ intended contract at the risk and cost of such person and hold the signatory liable to the institute for all costs and damages arising from the cancellation of the contract including any loss which the institute may have incurred on account of execution of contract/ intended contract.
- 7. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 8. The tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and Earnest Money forfeited.

In exceptional circumstances, the institute may request the bidders to consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

- 9. The bid shall not contain corrections, erasures or over-writing except as absolutely necessary to correct errors made by the bidder. Such corrections, etc. shall be signed and attested by the person(s) signing the bid.
- 10. The bidding agency should not have any previous record of pre-mature termination of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

C.3 Terms and conditions for the successful bidder for executing the contract

- 1. The successful bidder shall also have to execute an agreement with the institute on a non-judicial stamp paper of the requisite amount at his own cost and commence the work within 15 days from the date of award, failing which he would attract a penalty of Rs.500/- per day and if the delay is more than 15 days the allotment of work is liable to be cancelled and institute shall be at liberty to forfeit the earnest money and security amount and proceed to appoint another agency as it may deem fit.
- 2. The successful bidder, upon being so informed by the institute in writing, shall apply for the license to deploy contract labour in the institute to the competent authority as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A self-attested copy of such license shall be submitted by him in the institute within 7 days from the date of issue of such license by the competent authority.
- 3. The successful bidder must have an independent code for EPF and ESI. A self-attested copy of the same shall be submitted by him in the institute within 7 days from the date when he has been informed of his being the successful bidder.
- 4. Subletting of contract after allotment is not allowed under any circumstances. Thus, the contractor shall not appoint any sub-agency to carry out any of the obligations under the contract. The contractor shall have to engage workforce adequate enough to carry out the specified scope of work and in case the number falls short of such adequate strength on any day, the contract amount will be accordingly reduced from the monthly payment and in case it falls below a reasonable value it may invite penalty.
- 5. The contractor shall have proper standards and procedures for recruitment of its personnel to be deployed in the institute. Each such worker should be issued the employment card by the contractor as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A list of personnel deployed along with copy of their employment card must be submitted by the contractor in the institute within a period of three days after the worker has been deployed in the institute.
- 6. The workers deployed by the contractor in PEC shall be of good character, sound health and shall not be less than 21 years or more than 45 years of age (55 years in case of Work Supervisor), wear proper uniform and an identity card duly signed by the contractor and attested by Officer In-charge, of PEC. A photocopy of these cards shall be given to the Institute for verification and record.
- 7. The contractor is responsible to provide all the necessary amenities, as per law, to the contract labour deployed by him in the institute.
- 8. The contractor shall ensure that before deploying his personnel in the institute he has verified their antecedents and provide to the Institute complete dossier of all the personnel deployed in the Institute.
- 9. The persons deployed by the contractor in the institute will be the employees of the contractor and nothing shall be held against the institute on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from the Institute.
- 10. The workforce deployed by the contractor shall work for eight hours, six days a week round the year. However, the contractor shall allow them one day weekly rest and three national holidays on account of 26th January, 15th August and 2nd of October.
- 11. The contractor shall supply trained manpower for duties in the institute. The contractor shall undertake, at his own expense but to the satisfaction of the institute, a periodic updating of skills,

- processes and procedures followed by the personnel deployed in the institute by organizing suitable training programs for them from time to time.
- 12. The contractor shall be responsible for the good conduct and behavior of its personnel. If any employee of the contractor is found misbehaving with the faculty, staff or students of the institute, the contractor shall immediately remove such worker from the institute.
- 13. The contractor shall be responsible for all while-on-duty injury and accidents to persons deployed by him in PEC.
- 14. The contractor shall, either himself or through the Work Supervisor, check and supervise the work and conduct of the workforce deployed by him in the institute. The records of the same should be maintained by him or his nominee and shortcomings, if any, pointed by the institute, should be immediately rectified.
- 15. The institute shall have the right to check, from time to time, the fitness of the workforce deployed by the contractor in terms of their performance to the satisfaction of the institute. The institute shall also have the right to periodically check the work done by the workforce deployed by him in the institute in terms of work output, quality of work and time frame through the official duly authorized by the institute for the purpose.
- 16. That the worker deployed by the contractor in the institute shall be removed from the institute immediately if the institute considers that such removal is necessary on any ground including mischief and misconduct. The contractor shall also immediately remove any personnel who may be found to be of doubtful character and shall replace him with a suitable substitute either on his own or on being pointed out by the institute.
- 17. The workers deployed by the contractor in PEC shall have no claim for permanent employment in the institute or any other claim regarding their service matter.
- 18. The contractor would appoint a Work Supervisor to supervise the work on his behalf so as to ensure that the work, specified by the institute as herein before, is carried out as per requirement of the institute in terms of work output, quality and time frame and also to liaise with the institute on all matters related to the implementation of the tasks under the contract; And he shall remain in touch with the Estate office of PEC so as to take suggestions/ comments/ observations/ feedback in this regard. He would also maintain daily record of the strength (attendance record) of workforce deployed in the institute and the same would be verified by Estate office.
- 19. The contractor would be required to remain in constant touch with the Work Supervisor to know if there is anything required to be rectified on his part so as to ensure that the desired standards of work output, work quality and time frame are met.
- 20. The contractor would also be required to visit the institute frequently so as to oversee that the work is done as per requirements and also meeting the quality requirements and is accomplished within the given time frame. During such visits he shall take the feedback from the O/I Sanitation of PEC in this regard.
- 21. The contractor shall maintain a complaint book to be kept with the Estate office.
- 22. The contractor shall comply with all the statutory requirements existing or as may be promulgated from time to time, namely the Payment of Minimum Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Labour Act, etc., whichever is applicable. The Contractor shall be responsible, accountable, answerable and explainable, as the case may be, for any violation of such Acts. Further, the contractor shall not involve the institute in any such violation, in any manner whatsoever, and in case of any violation of any law the contractor shall be solely responsible. The contractor hereby agrees to indemnify the institute completely for any liability coming upon the institute due to violation of any law(s) by the contractor.
- 23. All the implements and tools and consumables which may be necessary for providing Housekeeping service to the institute would be supplied by the contractor at his own expense. No extra payment shall be made by the institute on this account over and above the one which is indicated in Section-F. If the contractor fails to supply the equipment, implements, tools, other consumables and material as per requirement of the institute, the institute would purchase/ hire

- such equipment, implements, tools, other consumables, material and deduct the expenditure incurred thereon from the bill of the contractor.
- 24. Assets and articles, if any provided by the institute, shall be the property of the institute and the contractor shall be merely the custodian of such assets and articles. On normal termination of the contract at the end of two/ three years period or any time earlier thereto, such property shall be handed over to the institute forthwith.
- 25. In the event of any loss being caused to the institute on account of the negligence on the part of workforce deployed by the contractor, the contractor shall make good such loss either by way of replacement or through adequate compensation.
- 26. The contractor must have requisite resources to assist the Principal Employer (i.e. the institute) in conducting work audits, surveys, investigations, etc. and shall also be able to render professional advice on matters relating to woks.
- 27. The contractor shall be bound to perform the related assigned jobs even though the same may not have been specifically included in the schedule of services. The charges for the extra services not mentioned in the price schedule shall be settled mutually.
- 28. Violation of any terms & conditions will invite suitable penalty.
- 31. Terms and conditions related to bill of payment to be raised by the contractors
 - a) The payment shall be made to the contractor on monthly basis as consolidated amount approved for the contract period but after pre-audit of the bill and deducting the amount on account of short services, taxes, deficiencies, recoveries, if any.
 - b) If the institute incurs any expenditure or any liability in connection with the deployment of workers by the contractor, the same shall be recovered from the bill of the contractor.
 - c) If any fresh taxes or charges, etc. (over and above all the taxes and charges which were applicable at the time of quoting for the tender) are levied by the Local/ State/ Central Govt. after the contract is awarded the same shall be applicable. However, such taxes, charges, etc. would be reimbursed by the institute to the contractor against proof of payment.
 - d) Copy of bank challans, duly signed by the contractor, in support of having deposited the amount of EPF, ESI, EDLI, GST, etc. with the concerned department for the preceding month shall also be attached with the bill along with monthly EPF statements issued by the Regional Fund Commissioner in respect of each worker, duly attested by the contractor, must be attached by the contractor with each monthly bill.

PENALTIES

The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7thof every month, failing which penalty of Rs.1000/• per day will be imposed up to 15th of the month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the Sanitation and Housekeeping services at the risk and cost of the Contractor.

Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/• per day per complaint will be imposed by invoking penalty clause.

The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/• per absentee per day shall be deducted from the bill(s).

In case the Contractor fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

2. Terms and conditions related to arbitration

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between parties as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, it shall be referred to a Sole Arbitrator to be appointed by the Director PEC at the time of the dispute.
- b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the process of arbitration, it shall be lawful for Director PEC to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.
- c) The venue of arbitration shall be Chandigarh.
- d) The provisions of the Arbitration and Conciliation Act 1996, and any statutory modifications or re-enactment thereof, rules made thereunder for the time being in force, shall apply to the arbitration proceedings under this clause.

33. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall, due to reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the institute as to whether the operation has been so resumed or not shall be final and conclusive provided that if the performance in whole or in part, of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

Provided further that if the contract is terminated under this clause, the institute shall be at liberty to temporarily take over from the contractor, the manpower & equipment deployed in the campus until a new contractor is appointed and commences the operation.

SECTION-D

D.1 Terms of payment to be made by PEC to the contractor

- 1. The contractor, being the legal employer in relation to persons engaged/ deployed by him in the institute shall alone be responsible to provide the Service/ Activities under this Agreement as well as to make the payment of monthly wages/ salaries, which in any case shall not be less than the prevailing DC rates along with all other statuary dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity, etc. to the workers deployed by him in PEC. The contractor shall also have to observe compliance of all relevant Labour Laws as applicable namely, Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance Act, 1948, Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Private Security Agencies (Regulations) Act, 2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and/ or any other rule framed hereunder from time to time by the Central or State Government and/ or any authority constituted by or under any Law, for the category of persons deployed by him.
- 2. All the payments to the contractor shall be made by the Punjab Engineering College, Chandigarh after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- 3. The contractor shall raise the monthly wage bill latest by the 4th day of every calendar month. The Estate office will scrutinize the bill and if any discrepancy is found in the bill, the same will be intimated to the contractor and the contractor after removing the discrepancies shall again submit the bill to the Estate office. Since it is a time consuming process, therefore, the contractor shall ensure that wages to the employees deployed by him in PEC are paid by him from his own resources by 7th of the every month in the presence of authorized representatives(s) of the Punjab Engineering College, Chandigarh without waiting for the payment of his wage bill from Punjab Engineering College, Chandigarh.
- 4. The contractor shall ensure that the work assigned by the institute is done by the deputed persons to the entire satisfaction of the institute as per the terms and conditions of this agreement failing which no payment will be made.
- 6. The payment for services under this agreement shall be made on monthly basis through crossed cheque, drawn in favour of the contractor and payable at Chandigarh, within 7 working days of the receipt of the bill for each calendar month, duly supported with the requisite details as stated in C.3 (31). The final payment shall however be made only after adjusting all the claims of the institute.
- 7. Any payment required to be made by the contractor to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the minimum wages act and/ or any other law, which may be applicable in the instant case. The institute will in no case be responsible for default, if any, in this regard. Even if, as per provisions of any relevant enactment, the liability becomes that of the institute, it is clearly agreed that the same shall be deemed to be that of contractor and shall be discharged by him. The institute's liability towards personnel will be limited to the extent of the contract price accepted by the institute.
- 8. A penalty of up to 1% of the monthly bill/ per day will be imposed on the contractor, if it is found that the work has not been executed as per the scope of work as per section B of the tender document. The penalty will be deducted from the monthly bill produced by the contractor. The Director PEC has empowered to increase the penalty up to any extent/ terminate the contract upon unsatisfactory work performance by the contractor.

D.2 Accounts and records to be maintained by the contractor

1. The contractor shall be required to maintain all mandatory (in the manner prescribed as per law) records with regard to the operation of the contract under this agreement.

- 2. The contractor shall be required to produce all the original record such as Muster Rolls, Ledger, etc., if required, to the Internal Audit Cell working under the control of Assistant Controller Finance & Accounts in Punjab Engineering College, Chandigarh.
- 3. The contractor shall forthwith allow, upon being required by the Punjab Engineering College, Chandigarh or any of its authorized representative, inspection, audit or take copies of any records maintained by him with regard to the operation of the contract under this agreement. The contractor shall also cooperate with the Punjab Engineering College, Chandigarh to correct any practice which is found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Punjab Engineering College, Chandigarh. However, upon discovery of any discrepancies or under payment, the contractor shall immediately reimburse or overcharge Punjab Engineering College, Chandigarh for such discrepancies.
- 4. The contractor shall have to comply with the applicable provisions of all labour welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this agreement. He shall further observe and comply with all the instructions issued by the Government concerning employment of persons deployed by him and shall alone be responsible to pay monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity Leave, etc. to such employees, which in any case shall not be less than the Minimum Wages (DC Rates) as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Act,1970 and rules framed thereunder from time to time or by the Central or State Government and/ or any authority constituted by or under any law for the category of persons deployed by him in PEC. The contractor shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of laws.

SECTION-E

(Enclose with Technical Bid)

CHECK LIST FOR EVALUATION OF TECHNICAL BID OF THE TENDER

1	Bidder's particulars: Name of the Person/ Organization/ Firm, Location of his	Yes/ No
	office with complete address, both residential and permanent and Telephone/ Fax	
	Numbers given? (filled in form as per Annexure-II)	
2	Certificate of incorporation: Status of Organization whether Private/ Public	Yes/ No
	Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society, etc.? If so,	
	a self-attested copy of the constitution/ partnership deed of the firm duly registered	
	with Registrar of Firms has been attached?	
3	Whether a self-attested copy of resolution passed by the Executive Body	Yes/ No
	authorizing the specific officer/ partner for signing the documents for this tender	
	has been attached?	
4	Whether self-attested copy of the Bid Guarantee (Earnest Money Deposit) in the	Yes/ No
	form of Demand Draft from any of the commercial banks in an acceptable form,	
	drawn in the name of the Director, Punjab Engineering College, Chandigarh has	
	been attached?	
5	Whether the Price bid has been uploaded on-line?	Yes/ No
6	Whether an affidavit on the non-judicial stamp paper, duly attested by the	Yes/ No
	Executive Magistrate, regarding non-black listing/ non-prosecution of tenderer/	
	and ability to provide services as mentioned in the scope of work at Section-B has	
	been attached? (Original as per proforma in Annexure-V)	
7	Technical Bid: Whether each page of the tender document at Section-A to F,	Yes/ No
	Annexure-I to V and other enclosures as well as cuttings/ over-writings have been	
	signed/initialed by the tenderer and also the forwarding letter has been attached by	
	authorized signatory? (as per Annexure-I)	
8	Whether self-attested copy of latest Income Tax Return along with PAN No.	Yes/ No
	issued by the competent authority has been attached?	
10	Whether the self-attested copy of GST No . issued by the competent authority has	Yes/ No
	been attached?	
11	Whether self-attested copies of EPF/ EDLI code number issued by regional	Yes/ No
	provident fund commissioner has been attached?	
12	Whether self-attested copy of ESI code number issued by the competent	Yes/ No
	authority has been attached?	
13	Whether self-attested copy of the certificate of works/ contracts as per Annexure-	Yes/ No
	III has been attached?	
14	Whether self-attested copy of the certificate of work/ performance as per	Yes/ No
	Annexure-IV has been attached?	
15	Whether a self-attested copy of the latest audited balance sheet attached?	Yes/ No
16	Whether a self-attested copy of latest provident fund return/ annual statement	Yes/ No
	of contribution filed by the bidder attached?	
17	Any other relevant information which the bidder may wish to provide	Yes/ No

Place:	
Dated:	Signature and seal of bidder

SECTION-F

(Price Schedule)

Tender Inviting Authority: Director, Punjab Engineering College, Chandigarh				
Name of Work: Sanitation & Housekeeping Services in Punjab Engineering College, Chandigarh				
	ract No: PEC/EO/			
Bidd	Bidder Name :			
		SCHEDULE OF WORKS		
S. No.	Particulars	Quoted rates per month in lump sum inclusive of all statutory liabilities and consumable/non consumable material Note: GST as applicable, will be extra		
1	Sanitation & Housekeeping services as per scope of work mentioned in section B of the tender document			
	Total in Figures			
Total in words		Rupees Only		

*Note-1: While up-loading the price bid on-line, the bidder is required to fill the rates in un-shaded cells only.

The amount in words will be automatically generated by the system, based on the rates filled by the bidder.

Note-2:

The quoted rates given in the price schedule are inclusive of any, accidental expenses incurred by the contractor in execution of the work, cost of implements, tools and materials & consumables which may be necessary for providing housekeeping service to the institute, contractor's profit and contingent expenses incidental to the work of the contractor, overheads of the contractor and any other unforeseen expenses. The rates are net and nothing extra shall be payable over & above these rates. **However, GST, as applicable, will be paid extra.**

Note-3:- If a firm quotes 'Nil' rates/charges/consideration, the bid shall be treated as irresponsive and will not be considered.

Dated:

Signature of the bidder with seal

Annexure-I

(Forwarding letter for Technical Bid)

То	Dated:/
Subject:	Technical bid for providing sanitation & housekeeping services in Punjab Engineering College, Chandigarh.
Respected S	ir,
Engineering services and	ring examined the bid documents of e-tender for providing Housekeeping, services in Punjab College, Chandigarh, I/ We
We institute.	undertake that if our bid is accepted we will provide the services as per requirement of the
	I if our bid is accepted we would provide bank guarantee of a sum equivalent to 5% of the er for the entire duration of the contract.
shall remain	agree to keep this bid valid for a period of 90 days from the date fixed for bid opening and it binding upon us and may be accepted at any time before the expiry of that period. This bid h your written acceptance thereof and your notification of award shall constitute a binding ween us.
We	have noted the contents of tender document and agree to abide by its terms and conditions.
The	technical bid along with all other requisite documents is enclosed herewith.
Dated:	Signature of the bidder with seal

Annexure-II

(Bidders particulars)

1.	Name of Person/ Organ	itzation/ Firm/ Bidder:	
2.	Complete office address	s:	
3.	Name & residential add whom all references sh this tender	dress of the person to ould be made regarding	
		Landline Telephone:	
		Mobile Number:	
		Fax Number:	
		E-mail Id:	
Dated:			Signature of the bidder with sea

Annexure-III

(Certificate of works/ contract by the bidder)

It is certified that during the last seven years, my/ our firm has provided/ been providing sanitation & housekeeping or similar service to various organizations as per details given below:

S. No.	Name of Organization	Address of location/ contact person/	Period From : To	Number of personnel deployed
1.				
2.				
3.				
4.				
5.				

It is further certified that no penalty of any kind has been imposed on our firm for any reason whatsoever by any of the above organizations during the last five years and we do not have any previous record of premature termination any of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

Dated:

Signature of the bidder with seal

Note: The certificate must be given on the letter head of the organization/ bidder with latest phone numbers.

Annexure-IV

(Certificate for work/ performance in respect of a running contract)

To Whom It May Concern

It is certified that M/s.	, has/ have
been providing Housekeeping or similar service to our organization at o	•
from to	The firm has deputed
personnel for this purpose.	
During the above mentioned period the work of the agency has b	een satisfactory.
Place:	
Dated:	
	Signature with seal (Authorized Signatory)

Note: The certificate must be given on the letter head of the organization with latest phone numbers.

Annexure -V

(Affidavit for Non-blacklisting and competency)

<u>Affidavit</u>

	I/ We	Contractor/ Partner/ Sole
Proprie	I/ We do solemnly affirm and	d declare as hereunder:
1.	That the individual/ firm/ company is not black listed/ progregistered in India by any Central/ State Governments/ Union Statutory Bodies/ Autonomous Organizations/ Research Institution any partner or share holder thereof is not directly or indistributions interest in business of my/ our firm.	n Territories/ Departments/ Offices/ tutions or by any court of law and
2.	That I have gone through the tender document for providing s in Punjab Engineering College, Chandigarh. The terms an acceptable to me/ us and we will provide necessary equipm services as mentioned in the scope of work. I/ we will abide contact in letter and in spirit.	nd conditions for the contract are ent, implements, consumables and
Place:		
Dated:		
		Deponent
	<u>Verification</u>	
knowle	Verified that the contents of the above affidavit are true and adde and belief. No part of it is false and nothing has been concern.	•
Place:		
Dated:		_
		Deponent
Note:	The above affidavit is to be furnished on a non-judicial stam the Executive Magistrate.	p paper of Rs.15/- duly attested by