

HARCOURT BUTLER TECHNICAL UNIVERSITY

Kanpur-208002

Tender price: Rs. 1,000+GST

<p style="text-align: center;">TENDER NO. HBTU/SANITATION/01/2019 FOR SANITATION AND HORTICULTURE SERVICES</p>

Section I - Invitation For Bids

1.1. Introduction of the Project

Harcourt Butler Technical University (having two Campuses namely East Campus EC 77.84 acres and at distance of 3Km. West Campus WC 248.63 acres), Kanpur herein after referred as University for brevity, invites on line e-Tenders under two-Bid system from reputed agencies, having capacity to provide Sanitation and Horticulture services with suitable, uniformed trained manpower for a period of one year on contract basis and may be extended for one more year, further details of the notice inviting Tender along with their terms and conditions and other documents can be seen/downloaded from the website <https://etender.up.nic.in> to participate in the e-tendering process, the bidder has to register with the NIC portal i.e. <https://etender.up.nic.in>.

Estimated cost of Tender: Approximately **Rs. 75,00,000.00 (Rs. Seventy Five Lacs Only) Including all taxes.**

1.2. Issuer of the RFP

The Registrar,

Harcourt Butler Technical University

Kanpur (U.P.)- 208002

Phone No. 0512-2534001

E-mail Id: registrarhbtu@gmail.com

Website: www.hbtu.ac.in

Any proposal received by University after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. University shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. About the RFP Documents

- a. This RFP provides information regarding the procurement, Scope of Work, Technical requirements and other related information to the Bidder (s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement templates outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, University seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and the Bidder are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP

documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.4. Key Events & Dates

RFP Document is available at Uttar Pradesh Government Tender Information system's website: <https://etender.up.nic.in>

Sr.No.	Events	Date and Time
1	Uploading/Publication of Tender Document	15/07/2019, at 0900 hrs.
2	Downloading of Tender Document	15/07/2019, at 0900 hrs.
3	Pre-bid meeting	05/08/2019, at 1100 hrs.
4	Last date of bid submission	08/08/2019, at 1700 hrs.
5	Technical bid opening	09/08/2019, at 1400 hrs.
6	Seek clarification starts	15/07/2019, at 0900 hrs.
7	Seek clarification ends	04/08/2019, at 1400 hrs.
8	Earnest Money Deposit (EMD)	INR Rs.75,500.00 (Rs. seventy five thousand five hundred only) in the form of a Demand Draft / Banks's Cheque/Bank Guarantee drawn on any scheduled bank payable at Kanpur, in favour of Finance Controller HBTU, Kanpur.

1.5. Amendment of RFP Document

At any time till one days before the deadline for submission of bids, the University may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <https://etender.up.nic.in> All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The University also reserves the rights to amend the dates mentioned in the **Section1.4** of the RFP for Bid process.

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1. The present tender is being invited for Sanitation and Horticulture Services under which the contractor shall provide uniformed trained personnel and well use its best endeavours to provide Sanitation and Horticulture Services, Equipments, as specified in the SCOPE OF WORK, at HBTU, Kanpur.

2. ELIGIBLE BIDDERS:-

2.1. All agencies who are providing similar kind of services for at least three consecutive years and having annual average turnover of Rs. 75 lacs or more during the financial years i.e 2016-17, 2017-18, 2018-19 in the books of accounts.

2.2. The Bidder should have the minimum experience of three years completion of similar works, as on 31.03.2019, in University/ Autonomous Institutions/ Public Sector Undertaking of the Government of India or Government of Uttar Pradesh or any other State Government or Public Sector Banks or Local Bodies/ Municipalities.

Notes:

1. **The value of the each work/ contract completed, as required above (2.2) must be certified by the Chartered Accountant for each financial year separately.**
2. **Contracts starting prior to last three years and continuing into last three years for less than one year duration will not be considered.**

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.
- 3.2. The Bidder shall submit full details of his ownership and control or, if the Bidder is a partnership of full details of ownership and control of each member thereof.
- 3.3. Bidder or members of a partnership venture shall submit/ upload a copy of PAN Card No. under Income Tax Act.
- 3.4. Bidder must submit/upload copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.5. Each Bidder (each member in the case of partnership firm) 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 his contract. They will have to further confirm and declare that no agency commission will be paid and that the tender price will not include any such amount. If the HBTU, Kanpur 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.
- 3.6. 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 should only one tender either by himself or as a partner in partnership venture. If a Bidder or if any of the partners in a venture participated 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, regarding of the conduct or outcome of the tender process.

6. BID VALIDITY:-

Bids shall remain valid for 90 days after the date of Financial Bid opening. A Bid valid for a shorter period will be rejected our-rightly as non-responsive.

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 Horticulture Services. The Tender document comprises of:-

- a. Notice of Invitation of Tender.
- b. Terms and Conditions.

- c. Tender form for providing Sanitation, Renovation & Maintenance work and Horticulture Services (Annexure-I).
 - d. Scope of work (Annexure-II).
 - e. Details of Area to be cleaned (Sq. M. & items to be swept regularly) and Essential Manpower to be deployed (Annexure-III).
 - f. Evaluation criteria for Technical and Financial bids will be as per Annexure-IV.
 - g. Check list for Pre-qualification Bid (Annexure-V).
 - h. Check list for Technical Evaluation & Technical Evaluation Criteria (Annexure-VI).
 - i. Undertaking on stamp paper (Annexure-VII).
 - j. Form of Bank Guarantee for Bid Security/Earnest Money Deposit (EMD) (Annexure-VIII).
- 7.1.2. The bidder is required to provide Sanitation and Horticulture Services to this University and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the University and is aware of the operational conditions prior to the submission of the tender document.
- 7.1.3. 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.
- 7.1.4. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text to the Tender document

7.2. CLARIFICATION OF TENDER DOCUMENT:-

- 7.2.1. 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 Registrar of the University not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communication between the bidder and the University shall be uploaded on the website as Addendum.
- 7.2.2. 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 Registrar, of the University, no written or oral communication, presentation or explanation by any other employee of the University shall be taken to bind or fetter the University under the contract.

8. PREPARATION OF BIDS:-

8.1. Language-

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

8.2. Document Comprising the Bid

Tender document issued for the purpose of tendering as described in Clause 7.1 and any amendments/addendum 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 through i.e. <https://etender.up.nic.in>**

- 8.2.2. A copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be uploaded on the website to acknowledge the acceptance of the same.
- 8.2.3. The contractor shall submit Bid Security/Earnest Money Deposit (EMD) Amount of **Rs. 75500.00 (Rs. seventy five thousand five hundred Only)** in the form of an Account Payee DD/Fixed Deposit Receipt from a commercial Bank/Bank Guarantee from a commercial bank in an acceptable form in favour of the University along with the Tender document. The said Bid Security/Earnest Money Deposit (EMD) be submitted in original in the office of University, Registrar, before closing date and time of submitting the tender. Tenders not accompanied with requisite EMD will be rejected out rightly. Bid Security/Earnest Money Deposit (EMD) will remain valid for a period of 90 days beyond the final bid validity period and no interest will be payable on EMD.
- 8.2.4. Tender shall be addressed to the a University **Registrar** and submitted in the Office of **Registrar, of the University** at the address given in the Tender document.
- 8.2.5. The Bidder (each member in case of partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2 (a) (b) and (c), competed in preceding three years (from 01-04-2016 to 31-03-2019, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Sanitation and Horticulture Services.

8.3. Bid Prices:-

- 8.3.1. Bidder shall quote the **rates for Professional Charges / Agency Charges / Service Charges per workman per month** as mentioned in the BOQ 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 Housekeeping and Horticulture services at both campus of HBTU, Kanpur. The quoted service charges will pay off all the liabilities of the contractor for the personnel deployed such as cost of two pairs of uniform, two pairs of shoes, one sweater, one badge and cost of sanitation material, all kinds of taxes etc. and will remain constant/ fixed during the entire period of contract. The other elements of the payment i.e. Minimum Wages, ESI, EPF+EDLI contributions. **If the minimum wages is revised by the Government of Uttar Pradesh/Government of India, the incremental wages, as applicable, will be provided.**

- 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, 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 and uploaded.

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 University reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions..

8.7. Bid Security/Earnest Money Deposit (EMD):-

- 8.7.1. The contractor shall physically submit Bid Security/Earnest Money Deposit (EMD) for an amount of **Rs. 75,500.00 (Rs. seventy five Thousand Five Hundred Only)** in form of an Account Payee DD/Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of the University along with the Tender document. The Bid Security/Earnest Money Deposit (EMD) will remain valid for a period of 90 days beyond the final bid validity period 90 days. Bidder / Contractor must submit the requisite Bid Security/Earnest Money Deposit (EMD) in the Office of **the University** before closing date & time of the Bid i.e. 08.08.2019 at 16:00 hrs.
- 8.7.2. Any Bid 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 bid validity.
- 8.7.6. Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fail 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 upload copy of the Tender document and addenda/ Corrigendum, 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 bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the University.

9. SUBMISSION OF BIDS:-

- 9.1.1. The bidder shall submit the Technical Bid and Financial through e-procurement process only.
- 9.1.2. **Technical Bid:-**

The Technical Bid should consist of self attested legible scanned copy of following documents:-

 - (a) Scanned copy of Bid Security/Earnest Money Deposit (EMD) for an amount of **Rs. 75,500.00 (Rs. seventy five thousand five hundred only)** in the form of an Account Payee DD, Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form in favour of **the University However, Bidder/Contractor must submit the requisite EMD in physical form in the office of Finance Controller, HBTU, Kanpur. Before closing date & time of submitting the Bid.**
 - (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 partnership firm, names addresses and telephone numbers of Directors/Partners also (As per Annexure-I).
 - (c) Self attested legible copy of PAN card under Income Tax Act.
 - (d) Self attested legible copy of GST Registration.
 - (e) Self attested legible copy of Service Tax Registration Number.
 - (f) Self attested legible copy of valid Registration No. of the Agency/Firm.

- (g) Self attested legible copy of valid Provident Fund Registration Number.
- (h) Self attested legible copy of valid ESI Registration Number.
- (i) Self attested legible copy of valid License and Number under Contract Labour Act and under any other Acts/ Rules.
- (j) Self attested legible Proof of Average Annual Turnover as stated in Clause 2.1 supported by audited Balance Sheet of Financial year 2014-15, 2015-16, 2016-17
- (k) Self attested legible Proof of experienced as stated in Clause 2.2 (a), (b) and (C) supported by documents from the concerned organization.
- (l) Duly filled and signed Annexure- I, V, VI & VII.
- (m) Bidder must also submit Annexure VII Physically to **Registrar of the University, before closing date & time of submitting the Bid.**

9.1.3. Financial Bid:-

A complete price in Rupees in the prescribed Performa of BOQ must be filled and uploaded on the website.

9.1.4. The sealed covers of Bid Security/Earnest Money Deposit (EMD) and Annexure VII must be submitted to the **Registrar of the University, before closing date & time of submitting the Bid.**

9.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

9.1.6. The sealed covers of Bid Security/Earnest Money Deposit (EMD) and Annexure VII must be submitted to the **Registrar of the University, before closing date & time of submitting the Bid.**

9.1.7. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

Address of the University:

Registrar, H.B.T.U., Nawabganj, Kanpur-208002

9.2 Late and Delayed Tenders:-

9.2.1. The University may, at its discretion, extended deadline for submission of bids in which case all rights and obligations of the University and the Bidder will be the same.

9.2.2. Any bid uploaded on the Uttar Pradesh Govt. e-procurement website <https://etender.up.nic.in> after the deadline for submission of bids, as stipulated above, shall not be considered.

10.1 Bid Opening and Evaluation:-

10.1.1. The authorized representative of the University will download Technical Bids in the presence of the Bidders or of their representative 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 downloaded for evaluation (as per annexure-IV) in the presence of qualified bidders.

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

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

11.1 Award of Contract:-

- 11.1.1. The University will award the contract to the successful evaluated lowest 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 University. will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post/Speed Post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which University will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 11.1.3. The successful bidder will be required to execute a contract agreement in the specified form within a period of 15 days from the date of issue of Letter of Offer.
- 11.1.4. The successful bidder shall be required to furnish a Performance Security, which will be the 10% (Ten percent) of the total value of contract, within 15 days of receipt of 'Letter of Offer" in the form of an demand draft from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-VIII) in favour of **Finance Controller HBTU, Kanpur, Payable at Kanpur**. The Performance Security shall remain valid for a period of six months 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 or the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF CONTRACT

1. The execution of cleaning of housekeeping will be with suitable and uniformed hygiene specialist with mechanized equipments, wherever required, and wet mopping.
2. The cleaning and housekeeping works 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 required for cleaning and housekeeping are to be procured by the contractor. All consumables and disposables should be eco-friendly.
6. Mechanized equipments, wherever required, will be procured by the contractor.
7. The cleanliness will be periodically checked by the Registrar, of the University or any person authorized by him based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. These are as follows:
 - (i) Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - (ii) Dust or cobwebs etc. on roof, window grills etc.;
 - (iii) Finger or palm marks, dust and gutkha stain on glass panes of Windows or doors and mirrors;
 - (iv) Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, Floors etc. in toilets/bathrooms.
8. (a) In case 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 University 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 University 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 18-50 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 works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the University and to the University.
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 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. The payment to the agency will be made on submission of bills as per approved rates of service charges plus minimum wages, EPF @ 13.60%, ESI/ EDLI @ 4.75%. The contractor has to submit the disbursement sheet of total wages for the month to the workmen showing the details of total wages, deductions of EPF, ESI/ EDLI with net paid amount with the bill. Copy of challans depositing EPF with the statutory authority showing the complete details of workmen i.e. EPF number/ ESI number amount deposited etc. also to be enclosed with the bill raised. Further, the payment to be released is also subject to condition mentioned in para 29 of terms & conditions of tender document.
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 University under its control.
24. The staff engaged by the contractor shall not accept any gratitude or reward in any shape.
25. 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.
26. The contractor will not be held responsible for the damages/sabotage attack/armed dacoit activities or any other event of force majeure.
27. 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 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.
28. The payment would be made at the end of every quarter 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 i.e. Nodal In-charge of the University and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the University.
29. 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 be claimed from the contractor up to the value of the loss. The decision of the Hon'ble Vice-Chancellor will be final and binding on the contractor.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.

36. The contractor shall deploy his personnel only after obtaining the University 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.
37. "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.
38. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the University 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 partnership shall not be altered without the approval of the University.
39. The contract period shall be Twenty four months from the date of the commencement (as mentioned in Notice to Proceed).
40. 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.
41. 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 University 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.
42. 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.
43. 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.
44. 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.
45. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Uttar Pradesh Works Contract Act. (Wherever applicable).

46. The contractor shall not employ any person below the age of 18 yrs. and above the age of 50yrs. Manpower so engaged shall be trained for sanitation and housekeeping services and fire fighting services before joining.
47. Only physically fit personnel shall be deployed for duty by the contractor.
48. The contractor shall ensure that the Sanitation, Housekeeping and Horticultural staff shall not take part in any staff union and association activities.
49. The University shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
50. 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.
51. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the University from the contractor.
52. If any underpayment is discovered, the amount shall be duly paid to the contractor by the University.
53. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University.
54. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every three months.
55. The contractor shall open a bank account of all the workers employed through this contract and disburse the wages to its staff deployed in the University every month through ECS or by Cheque by 7th of every month in the presence of representative of the University. The contractor must pay the bonus once in a year in the month of September through ECS/ cheque. The contractor has to upload the details of all payment on its own website every month.
56. The actual/ estimated number of required manpower for sanitation work may vary as it may increase due to retirement on superannuation of the regular staff working as safaikaramchari and addition of space in the existing buildings and construction of the additional block/ buildings in the institute campus.

OBLIGATION OF THE CONTRACTOR:-

01. 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.
02. 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. The University will also deduct GST under GST ACT.

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 dispute are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Vice-Chancellor of the University.

- 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 done 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 Kanpur.

61. Jurisdiction of Court:-

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

**TENDER FORM FOR PROVIDING SANITATION,
HOUSEKEEPING AND HORTICULTURAL SERVICES**

1. Cost of tender : Rs
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/Earnest Money :
- Deposit (EMD)deposited: Amount

Affix duly
Attested P.P.
Size recent
Photograph of
the prospective
Bidder.

: Rs.
(Rs. in word

- (a) FDR No. or DD No. or Bank Guarantee in favour :.....
- (b) Date of issue:
- (c) Name of issuing authority:

- 13.** Details of ISO Certification:
- 14.** Any other information:
- 15.** Declaration by the bidder:

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

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

SCOPE OF WORK OF THE CONTRACTOR

The contractor shall provide the sanitation/housekeeping services at running under the University.

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

DUTIES AND RESPONSIBILITY OF SANITATION STAFF:

1	Sweeping, Cleaning & Wet Mopping in Office Rooms / Class Rooms / Lecture Hall Once in a day and as and when required.
2	Sweeping, Cleaning & Wet Mopping in Committee Room Once in a day and as and when required.
3	Sweeping, Cleaning & Wet Mopping in Reception Room Thrice in a day and as and when required.
4	Sweeping, Cleaning & Wet Mopping in Record Room / Stationary Room Once in a week and as and when required.
5	Sweeping, Cleaning & Wet Mopping in Labs / Workshops Once in a day and as and when required.
6	Sweeping, Cleaning & Wet Mopping in Verandahs, main hall of canteen/kitchen/pantry Twice in a day and as and when required.
7	Sweeping, Cleaning & Wet Mopping in Stair case Twice in a day and as and when required.
8	Sweeping & Cleaning on Roads Once in a day and as and when required.
9	Sweeping & Cleaning in Court Yards Twice in a week and as and when required.
10	Sweeping & Cleaning in Lawns Once in a week and as and when required.
11	Sweeping & Cleaning in Playgrounds Once in a week and as and when required.
12	Sweeping, Cleaning & Wet Mopping in Verandah, where wall tiles are installed, Once in a day and as and when required.
13	Sweeping, Cleaning & Wet Mopping in Rooms, where wall tiles are installed, Once in fortnight and as and when required.
14	Sweeping, Cleaning & Wet Mopping on Glass walls / Window panes Once in fortnight and as and when required.
15	Cleaning & Sanitation of Latrines / Bathrooms Thrice in a day and as and when required
16	Cleaning & Sanitation of Urinal Pots Thrice in a day and as and when required
17	Cleaning of Mirrors / Wash Basins Once in a day and as and when required
18	Cleaning of roofs, Other Articles (like computers, tables, chairs, photocopier machines, office equipments, curtains, slabs, cabinets, almirah with attached fixtures, maintenance of all the drains, cleaning of dustbins and removal/disposal of collected garbage, fire extinguishers, switch boards, panels, distribution boards, fans, indoor & outdoor light fittings, smoke detectors, fire detectors, fire panels, pest control, rodent control, mosquito control, Cleaning of drinking water coolers, water filters, Desert coolers, lifts, CCTV, etc.) Once in a day and as and when required.
19	Any other provisions as advised by the Employer may be incorporated in the agreement. The same shall also be binding on the contractor.

**Details of Area to be cleaned (Sq. M. & Items to be swept regular) and Essential
Manpower to be deployed**

S. No.	Details of Identified Areas	Freq. of Cleaning	BOQ
I	General Rooms Office/Class/Lecture Rooms/Committee Room/ Reception Room/Record Room/Stationary Room, Verandah/Corridor/Stair Case etc.	Once Per Day or as and when required	32000sqm
II	Open Space	-do-	
	Road length including road side pattaries		EC- 4000 Mtrs WC- 7000 Mtrs
	Open Ground Area		EC-11000 Sqm WC- 40000 Sqm
III	Horticulture Areas	-do-	11000sqm (EC) + 40000sqm (WC)
IV	Cleaning of walls and roofs of rooms/Corridor/Staircase	-do-	15000 Sqm
V	Item to be swept regularly		
1.	Latrines/Bathroom	-do-	50 Nos.
2.	Urinal Pots	-do-	65 Nos.
3.	Mirror/Wash Basin	-do-	35 Nos.
4.	Garbage collection door to door	-do-	EC- per day WC-per day
5.	Other Related Articles	-do-	As per directed by Engineer In-charge

Note-

- Sanitation & Horticulture is to be done with all labour, material and T&P etc. required for proper completion of work.
- Hostels of the University are not part of this tender.
- The tender include the cleaning of slit debris from open drains of both campuses including disposal of garbage.
- Payment shall be made on monthly basis after satisfaction of the work .
- Contractor should provide a list of employee with photo ID and address proof.

I. EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL POINTS

Scoring of ten Marks will be based on Annual Turnover, Manpower on roll, experience of running Sanitation, Housekeeping and Horticultural 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 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 agency, which quoted the lowest total bid amount. 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.

In case of equal marks in technical evaluation, the Contract will be awarded to the L-1 bidders having maximum marks in point no. 7 of Annexure VI (Experience of running sanitation services in Government Academic Institutions).

In case of further equal marks in technical evaluation in point no. 7 of Annexure VI, the Contract will be awarded to the L-1 bidders having maximum marks in point no. 3 of Annexure VI (Experience of running sanitation services)

If in case, equal marks in point no. 3 of Annexure VI , the Contract will be awarded to the L-1 bidders having maximum marks in point no. 1 of Annexure VI (Annual Turnover).

ANNEXURE-V**CHECK–LIST FOR PRE-QUALIFICATION BID FOR SANITATION, HOUSEKEEPING AND HORTICULTURAL SERVICES**

Sl. No.	Documents asked for	Page Number at which document is placed
1.	Bid Security/(EMD) of Rs.75,500.00 (Rupees seventy five Thousand Five Hundred Only) in the form of DD/Bank Cheque issued by any scheduled commercial bank in favour of Finance Controller Harcourt Butler Technical University, Kanpur valid for 30 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 three financial years.	
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.	

Please note that **failure to upload** any one of the above said scanned certificates/documents shall render the tender **invalid**.

Signature of the Bidder
(Name and Address of the Bidder)

ANNEXURE-VI

Checklist for Technical Evaluation and Technical Evaluation Criteria

Sl. No	Information to be provided	To be filled by the Bidder (Please attach the relevant documents in support.)	Criteria of Marks Max. 10 of each.	Multiplying factor	Total
1	Annual Turnover (in Lacs) (average of three consecutive years-2016-17, 2017-18, 2018-19) (5 Points for the equivalent value of work contract, and 1 point each for every 20% more.)			5	
2	Documents/Certificates of Experience (in years) running Sanitation services satisfactorily (issued by the contract awarding department) to be attached –For Every One Year, one point to be awarded			5	
3	Volume of work done during last three financial years average of last 3 consecutive years- 2016-17, 2017-18, 2018-19 as specified in clause 2.2 of the NIT (average of last 3 consecutive years) (5 points for As specified in clause no 2.2 and 1 point for each additional Rs. 50,00,000/- other than minimum requirement.			5	
4	Single work of more than Rs.4.50 Crore during last three years (2016-17, 2017-18, 2018-19). (5 points for equivalent value and 1 point for every 10% or more.)			4	
5	ISO Certification of the firm (Yes/No) (8 Points if ISO certified and 1 each for any other registered certifying body.)			2	
6	Experience of running Sanitation services (in years) in Government Academic Institutions (5 Points for any three Government Academic Institutions and 1 point every other 1 experience.) (issued by the contract awarding department)			5	
7	Recommendation Letter/Performance Certificate (last Five years) (5 points for any three Government Organization and 1 for every additional Govt. organisation) (issued by the contract awarding department)			1	
Total Points (Maximum 270 Points)					

Criteria for evaluation of Technical BID No. of points will be calculated out of 10 as specified in col. No.-II.

- These points will be multiplied with the multiplying factor given at col. No.-V and total point will be summed up.
- Agencies scoring less than 60% i.e. 162 points will not be eligible for opening the financial bid.

All supporting documents to be attached otherwise no points will be given for same.

UNDERTAKING

To,

The Registrar
H.B.T.U., Kanpur

Name of the Firm/Agencies.....

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 gave 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 Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained sanitation/housekeeping workers.
5. I/We do hereby undertake that neat and clean environment of the University/Departments shall be ensured by our Agency, as well as any other point considered by our Agency. Our sanitation, Housekeeping and Horticultural Services shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. 50 Lakhs (Rupees Fifty Lac only). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through Fidelity Bond.
6. The firm is not Black listed on previous occasions by any of the department/Institutions/Local Bodies/Municipalities/Public Sector Undertaking etc. in Govt. Of Uttar Pradesh.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone No.

Proforma of Bank Guarantee towards Bid Security/Earnest Money Deposit (EMD)

Date :-

To,

The Finance Controller
H.B.T.U., Kanpur

Whereas (here in after called "the bid") has submitted his offer dated for the Sanitation, Housekeeping and Horticulture Service (here in after called "the bid") against the purchaser's tender enquiry no. **HBTU/SANITATION /01**

KNOW ALL MEN by these presents that We..... having our registered office at (here in after called the "Bank") are bound unto H.B.T.U., Kanpur (here in after called "University") in the sum of 25,000.00 (Rupees Twenenty Five Thousand only) for which payment well and truly to be made to the said University, the bank binds itself, its successors and assignees by these presents. Sealed With the common seal of the said bank this day of 2017.

THE CONDITIONS OF THESE OBLIGATIONS ARE:

1. If the bidder withdraws or amends, impairs or derogates from the tenderer in any respect within the period of validity of this bid.
2. If the bidder, having been notified of the acceptance of its bid by University during the period of bid validity.
 - a. Fails or refuse to execute the Agreement form if required.
 - b. Fails or refuse to furnish the performance security, in accordance with the tender requirement.

We undertake to pay University up to the above amount upon receipt of its first written demand, without University having to substantiate its demand, provided that in its demand University will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank

Name and designation of the officer

Seal, Name and Address of the Bank/Branch.....

FINANCIAL BID (To Be Filled Online Only)

[Validate](#)
[Print](#)
[Help](#)

Item Rate BoQ

Tender Inviting Authority: Registrar, Harcourt Butler Technical University, Kanpur (U.P.)

Name of Work: Sanitation And Horticulture Services

Contract No: HBTU/SANITATION/01/2019

Name of the Bidder/ Bidding Firm / Company :			
PRICE SCHEDULE			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
NUMBER #	TEXT #	NUMBER #	TEXT #
SI. No.	Item Description	Total Amount Including All Taxes In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT In Words
1	2	13	55
1	Financial Bid For Sanitation And Horticulture Services		
1.01	Quoted Annual Price for the work to be done as given in ANNEXURE-III		INR Zero Only
Total in Figures			INR Zero Only
Quoted Rate in Words		INR Zero Only	