

EMPANELMENT OF SANITATION AGENCY

NOTICE INVITING TENDER FOR EMPANELMENT

1. Offline tenders in two packet system are invited for engagement of agencies from Registered Sanitation Service Providers, hereafter referred to as agency, for providing the following contractual to be considered for working in the Purnea University. Expressions of interest are invited from reputed agencies, having a minimum experience of 3 years to provide Sanitation Services in the Central Govt./ State Govt. and Govt. Undertakings to Purnea University, on contract basis.

INSTRUCTION TO TENDERERS

(A) SANITATION SERVICES

PART-I-TECHNICAL BID

- (a) The tenderer should furnish a proof of his/ her experience of providing sanitation/ housekeeping services in a Govt. organizations/ Institution/ Government undertaking and University etc.
- (b) Tenderer should have the necessary equipments, tools and implements for the works such as pans, carts, wheel barrows, trolleys, buckets, baskets, drums, spades, ladders, bamboos, dusters, mops, brushes, brooms, glass cleaning apparatus, heavy duty vacuum cleaners, heavy duty floor scrubber, heavy floor polishing machines etc. to carry out the assigned work of this University and has to be certified.
- (c) An earnest money of Rs. 100000 only will have to be furnished along with tender in the form of Demand Draft of any nationalized or scheduled Bank in favour of Finance Officer, Purnea University.
- (d) For due performance of his obligation under the contract, the successful tenderer shall have to deposit 10% of the estimated work as security money in the form of DD/FDR/CDR in favour of Finance Officer, Purnea University, Bihar which shall be refunded to him after expiry of the contract or its termination, whichever is earlier be, after adjustment of all the dues against the University or damages of any kind, if any.
- (e) A copy of current Income Tax Clearance Certificate.
- (f) A certificate for non engagement of child labour.
- (g) An affidavit duly certified by a Notary that the Partners of the firm or sole proprietors have never been blacklisted.

PART-II PRICE BID

- (a) Price bid should be submitted on the format enclosed with tender at Annexure-‘B’.
- (b) Failure to fulfill of the conditions given above shall lead to rejection of tender.

1. GENERAL INSTRUCTIONS:

- (a) The tenderer(s) submitting their tender shall be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained before finalization of tender. The successful tenderer will be informed officially in due course of time.
- (b) The University reserves the right to cancel or reject all the tenders received without assigning any reasons for the same.
- (c) In case any tenderer attempts to influence any officer of the University or canvassing in any form, such an action shall render his/ her tender liable for rejection.
- (d) The nature of his/ her contract is job/ work.

2. NATURE OF CONTRACT

- a. The contract will be for a period of eleven month subject to satisfactory performance by the contractor .The contract will be extended beyond that period only on a written request made by the contractor minimum three month prior to the expiry of the term for which the contract has been awarded.
- b. The University reserves the right to terminate the contract without assigning any reason, by giving one month’s notice to the contractor, or in case the performance of the contractor is continuously found to be non –satisfactory then on a shorter notice. This decision will not be challengeable in any court of law. The contractor cannot terminate this agreement without the permission of the University Authorities, failing which the security money deposited by the contractor shall be forfeited and legal action shall be initiated by the University.
- c. The job/work done by the contractor shall be inspected by an officer/nominated nominated by the Vice Chancellor of the . In case of default, penalty for each occasion will be levied on the contractor or the contract may be got cancelled. The materials to be used shall be got approved from authority nominated.
- d. The contractor shall be liable to pay compensation for any loss and damage caused to the property of the University by the contractor or by his workers.
- e. The contractor shall be personally responsible for the conduct of his/ her staff and in case of complaints against the contractor may be liable to be punished by the way of termination of contractor or/and penalty as decided by the University or change the said worker immediately. The contractor shall comply all the laws made applicable in the Central as well as State of Bihar and contractor shall be responsible for any prosecution or liability arising from breach of any of those laws. The University will not hold any responsibility with regard to staff on the rolls of the contractor whatsoever.
- f. The contractor & his/ her staff shall follow the instructions of the University in force and instructions issued from time to time. University will be free to take suitable action against the contractor for violating the same.
- g. The contractor will issue Identity Cards to his/ her workers/supervisors within one month of taking over. Any worker found without Identity Card will be fined. He/ She will post a supervisor at a specific point to receive and accept message/complaints & instructions.

- h. In the event of any dispute arising out of or in connection with this agreement, whether during the execution of the contract or thereafter the matter shall be referred to the Vice-Chancellor, Purnea, University, Bihar for reconciliation and arbitration and the decision of the Arbitration shall be final and binding on the parties. The contractor will agree that the Arbitrator could be an employee of the University and contractor shall not have any objection in this regards. The proceeding will have to be completed as per the Arbitration Act,1996.

3. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER:-

- (a) No employee of the contractor shall be allowed to be represented by lawyer during any investigation, inquiry, appeal or and other proceedings at the University.

4. UNIVERSITY OBLIGATIONS:-

- (a) The University shall not be responsible for any loss, breakage of theft of contractor's materials. However, for office, storage washing facility etc., the University will provide a room to the contractor and no furniture will be provided.
- (b) The University shall not pay any compensation in respect of any injury or death caused to the workers of the contractor. It will be the sole responsibility of the contractor.
- (c) The University will not charge any amount from the contractor for water and electricity supplied/provided for sanitation activities under this contract.

5. CONTRACTOR'S OBLIGATIONS:-

(a) AREA OF JOB/WORKS ARE AS FOLLOWS:-

- (i) Sanitation of University (as per the work order)
- (ii) The contractor shall pay his/ her workers the minimum wages fixed by the Central Government for Unskilled workers time to time.

(b) THE CONTRACTOR WILL PROVIDE:-

- (I) All sanitary material including disinfectant de-odorants, detergents, pesticides antiseptic, Vim, Glass cleaning & liquid polishing material, Dettol, Phenyl, Carboloc & naphthalene balls etc. or any other material required for the work and as directed by the officer incharge. All such materials must be approved by the University before bulk purchase.
- (II) Equipments & appliances (baskets, buckets, drums, wheel barrows trolleys, vans, carts, spades, bamboo's, ladders, dusters, mops, brushes, brooms, vacuum cleaners, floor scrubber, floor polishing machine, heavy duty collection & disposal bag etc.) and any other T & P as directed by the University Authority.
- (III) Sets of Uniform to his/ her workers to be provided by the contractor as approved by the University (Both Males and Females) while on duty. **Sufficient number of uniforms** should have to be provided so that the no worker is left without **uniforms**. It will strictly monitored and a fine of Rs. 50/- per day/per head will be imposed if worker is found without neat and clean uniform.

(c) REPORT

- (i) The contractor or his/ her representative shall daily report to the officer incharge sanitation to take instructions everyday from him/ her.
- (ii) The contractor/his/ her representative should approach the Officer incharge sanitation, for any difficulties.
- (iii) Routine notice/instructions (usually oral) will be given by the Officer incharge sanitation.
- (iv) The contractor/his/ her representative should be in contact with the Officer incharge sanitation for smooth functioning.
- (v) Payment will be made by the University to the contractor on monthly basis bills in duplicate alongwith the certificate of satisfactory performance of work from the concerned Departments/Section alongwith the muster roll having details of workers except their names and complete details of payment towards ESI,EPF&Service Tax etc. In case of any delay in processing of the bills, the contractor would be required of ensure the payment to his/ her workers.
- (vi) The Contractor shall identify the personnel to be deployed exclusively for the cleaning of all the toilets in the sex of the worker. Each male or female worker will have to do toilet cleaning. The contractor shall be responsible for cleaning as well as security of the **toilet fixture handed over at the time of starting the contract. In case of items/fixture stolen from the toilets, either the penalties to recover the cost shall be imposed or the contractor shall have choice to replace these fixture under approval from the University.**

It will be the sole responsibilities of the contractor to abide by the provisions of the following Acts as with regard to the workers engaged by him/ her for performance of this contract:

- (A) EMPLOYMENT OF CHILDREN ACT
- (B) WORKMEN COMPENSATION ACT
- (C) MINIMUM WAGE ACT
- (D) INDUSTRIAL DISPUTE ACT
- (E) EMPLOYMENT OF LABOUR/CONTRACT LABOUR ACT
- (F) INDUSTRIAL EMPLOYMENT ACT
- (G) CONTRACT LABOUR ABOLITION & REGULATION ACT, 1970
- (H) EMPLOYEE PROVIDENT FUND ACT
- (I) ANY OTHER ACT OR LEGISLATION, WHICH MAY GOVERN THE NATURE OF THE CONTRACT AND BEING ISSUED BY GOVT. FROM TIME TO TIME.

Any liability arising to the University shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security money of the contractor also. There would be no liability of any kind on the University towards the contractor.

6. SCOPE OF WORK

In brief, the job is to keep the building & the surrounding areas under contract neat, clean & tidy everyday during the working hours and keep them in optimum hygienic conditions and also moping and cleaning of toilets etc. must be done at least twice per day.

The morning shift of effective cleaning has to be completed, before the commencement of working hours of the concerned department/section i.e. before present timing 9:30 am.

7. THE GUIDELINES OF CLEANING PROCESS ARE AS UNDER:

(a) DAILY

- (i) Proper sweeping & mopping of floors, walls, railing and corridors etc. covering the entire constructed areas, no betel stains or cob webs, etc. should be visible anywhere.
- (ii) Cleaning of waste paper baskets, sanitation bin & spittoon set & disposing of garbage/refuse as directed.
- (iii) Dusting office furniture, Almirah, Cupboards, phones, partition walls, Doors Windows, Notice Boards, Flower Vases & other pieces of decoration etc.
- (iv) **The contractor will provide heavy duty bags as directed for collection of classified garbage from the areas of the University & will be responsible for satisfactory disposal of garbage.**
- (v) Toilets & Urinals including floors to be cleaned regularly and daily at least twice a day with phenyl and other disinfectants & porcelain fixtures to be cleaned with Vim. To provide Naphthalene balls, Odonil, Toilet rolls & Liquid soap as per requirement.
- (vi) To Spray space with room fresheners/perfume as and when required.
- (vii) Spray with Bleaching power & Finit or good insecticide on regular basis with prevent breeding/killing of flies/mosquitoes, cockroaches, lizards and big ants and all kind of pests.
- (viii) To attend & clean and remove choking of drains including or as instructed by the University/Officer incharge sanitation.
- (ix) To clean the vertical marble & mosaic surface wherever required or as instructed by the University/Officer incharge sanitation.
- (x) Clean services are to be provided as per work order and requirement of the University.
- (xi) Thorough cleaning, if rooms with Phenyl/carbolic acid/disinfectant etc. as required.
- (xii) To fill water in coolers located in the area mentioned in the work order.

(b) WEEKLY

- (i) Cleaning of Carpets, curtains, windows etc.

(c) FORTNIGHTLY:

- (I) Cleaning of ceiling with electrical fittings and roofs.
- (II) Washing and scrubbing of floor with automatic (as described earlier) machines with required cleaning material/spray disinfectant.

(III) Cleaning floodwater drains & water pipes.

(d) MONTHLY

- (I) Sweeping and cleaning of service ducts & all drainage pipes including those of toilets and roof of the building etc.
- (II) Cleaning and cleaning of choked drains manhole lies connected from all type of building to the main drains and sewer line and as and when needed.
- (III) Wax polishing of floor etc.

Any other sanitation work which is not specified but implied to this contract as instructed by the University Authority.

8. GENERAL TERMS AND CONDITIONS:

- (i) All works will be executed as per detailed specifications and as directed by an officer/official nominated by the Vice Chancellor.
- (ii) All works will be executed at the Babasaheb Bhimrao Ambedkar University campus as indicated at Clause-5 (a) (i) as directed by an officer/official nominated by the Vice Chancellor.
- (iii) The quantities indicated are purely tentative and likely to vary on other side up to reasonable limit.
- (iv) Time is essence of this contract. In case of contractor fails in fulfilling the obligations fully and in time, the University shall have the absolute right to take up the work at the contractor's cost and risk and recover any and all such expenses from the amounts due to the contractor including Security Deposit/Money. The University shall have right to impose a penalty of 50% or more of the bill amount in case of services are not satisfactory as desired.
- (v) The contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the University for any claims in this regard.
- (vi) The contractor will be required to post skilled manpower as may be needed to supervise and guide the workers skilled as well as unskilled for proper completion of the work as per direction of the Nodal Officer or Officer incharge, Sanitation.

9. PAYMENT CONDITIONS:

- (a) The contractor will submit the pre-receipted bills in duplicate after satisfactory completion of work alongwith attendance sheet having details of workers except their names with complete details of payment towards ESI,EPF & Service Tax etc duly verified by the concerned department to the Nodal Officer or Officer incharge, Sanitation nominated by the Vice- Chancellor of the University for Payment.
- (b) All bills should be submitted on printed forms, duly signed and pre-receipted.

10. All letters posted to contractor on the address given by him/ her will be considered to have been delivered in time.

11. If at any stage, it is found that the work is not being executed as per detailed specification and special conditions as per contract, it will be the duty of the contractor to complete all such

works and entire cost so incurred shall be borne by the contractor. The detailed specification and special terms and conditions of tender in this regard including work order(s) are part of this contract.

12. In case, it is found at a later date/stage that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the contractor shall remain liable to pay compensation to the University for the inferior work as determined by the University and in case, all payments have been done to the contractor for this work, the amount as was decided by competent authority may be deducted from any sum due to the contractor on any other work within the University.
13. If, it is observed at any stage that the quality of the work is not satisfactory, the contract/work order as a whole may be terminated and security deposit will be forfeited. The contractor will have no claims whatsoever on the University.
14. All drawings supplied to the contractor shall remain the property of the University and contractor cannot use the such drawing elsewhere.
15. Income Tax and other statutory levies as applicable from time to time will be deducted from the bill of the contractor.
16. Water and electricity required for the work may be used from the University supplies after obtaining oral or written approval from the incharge, free of cost.
17. It will be also responsibility of the contractor to comply all labour laws in force from time to time. The contractor shall indemnify the University from any claims arising out of the work in his/ her scope from the Govt./Local bodies or any third parties.
18. Contractor will be fully responsible for any accident or mishap in involving workers engaged by the contractor and any claims made on the part will be paid by the contractor. The contractor shall indemnify the University from any claims arising out of accidents, disabilities of any nature or death, or arising out of provision under law or any other nature in respect of all workers engaged by the contractor. The contractor shall take appropriate insurance coverage of his/ her workers of this deed of agreement, as required.

19. COMMENCEMENT OF WORK

The contractor is required to start the work within seven days from the date of award/date of communication of acceptance of the tender. In case, it is found that the work has not been taken up within seven days from the date of acceptance if tender or issue of the work order, the University at its sole discretion may cancel the work order and forfeit the earnest money deposited along with tender without any reference to the contractor.

20. CANCELLATION OF CONTRACT

Notwithstanding any other provisions made in the contract, the University reserves the absolute right to terminate the contract after giving one month notice in writing, without assigning any reason. No complication or claim in the event of such cancellation shall be raised by the contractor.

- 21.** If any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the contractor shall be cancelled and EMD/Security Money deposited with the University shall be forfeited without any claims whatsoever by the University.
- 22.** The Contractor is required to post his/ her authorized representative at the site of the work who shall receive the instruction from the Nodal Officer incharge. Sanitation from time to time. All such instructions received by the authorized representative on behalf of the contractor shall be deemed to have been received by the contractor within the scope of this work order.

(I) Signature of tenderer :

(II) Name of firm/agency:

(III) Name of authorized persons:

(IV) Complete Address with Mobile/Phone No. for Correspondence:

(A)

PURNEA UNIVERSITY, PURNEA

TECHNICAL BID (Annexure –A)

- | Srl.No. | Particulars |
|----------------|--|
| 1. | Name of Proprietor & Postal :
Address with Tel/Mob. No. : |
| 2. | Name of the Agency/Firm : |
| 3. | Postal Address with Tel/Mob. No. : |
| 4. | Earnest Money of Rs. Bank Draft No.-.....

Date..... Name of
Bank..... |
| 5. | An affidavit duly certified by a :
Notary that the Proprietor/Partners/
Directors have never been black listed
by any University/Institute/Authority,
no police case/Vigilance enquiry
pending or ever been not punished
by any Hon'ble Court. |
| 6. | Registration with Income Tax Deptt /
PAN Number. :
(Enclose the copy) |
| 7. | Registration with Service Tax Deptt. :
(Enclose the copy) |
| 8. | E.P.F. Registration Number :
(Enclose the copy) |

9. E.S.I. Registration Number :
(Enclose the copy)

10.Registration with the Labour :
Commissioner (Central)
(Enclose the copy)

11.Details of experience with certificate :
of satisfactory work performance
issued by the Govt. Departments/Govt.
undertaking etc. under whom last
services were rendered.

Signature of the tenderer
With seal

(B)

PURNEA UNIVERSITY,PURNEA

PRICE BID (Annexure-B)

01.PARTICULARS OF WORK – providing sanitation services on contract in the University campus.

02.RATE : i) Male/Female Safaiwala per month/per head

a. Rate of Safaiwala :

b. E.P.F. :

c. E.S.I.C :

d. Service Tax :

e. Service Charge :

(Basic price not less than Rs.5% per month/per head)

ii) Cost of sanitation materials.

(Basic price not less than Rs.600/-) per head/per month.

a. Rs :

b. In words

Note:- Rate should be quoted as per the central Government rates in figures & words and inclusive the cost of sanitary materials and other liabilities to be observed by the tenderer.

Signature of the tenderer

With seal