

**SCHOOL OF OPEN LEARNING
(CAMPUS OF OPEN LEARNING)
UNIVERSITY OF DELHI
DELHI – 110007**



TENDER DOCUMENT

Sub: Tender for providing Housekeeping and sanitation services in School of Open Learning – North & South Study Centre & Staff quarter for D & E-Block, Dhaka Colony, Delhi

Date of issue of Tender Document	22/02/2019
Last Date & Time for submission of tender document	12/03/2019 up to 3:00 p.m.
Date & Time for opening of tender document	13/03/2019 at 4:00 p.m.

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SECTION- I

SCHOOL OF OPEN LEARNING UNIVERSITY OF DELHI

General Section, Room No: 206, 2nd Floor,
Old Administrative Block,
SOL., University of Delhi, Delhi-110007
Tel- 011-27008349/50
Email: generalsection1234@gmail.com.

E- TENDER NOTICE

Executive Director (ED), School of Open Learning, University of Delhi invites tenders under Two Bids System (Technical and Financial) for **providing Housekeeping and Sanitation Services in School of Open Learning** for its office buildings at 5- Cavalry Lane, Delhi, South Study Centre, Moti Bagh, new delhi, and staff quarters at Dhaka Complex, Delhi.

02(TWO) No. Supervisor (Male) and 18 (Eighteen) No. of workers (Male-16, Female-2)

Item	Details / Date
EMD	Rs.90,000/-
Bid Document Download Starts Date	22/02/2019
Bid Submission Start Date	22/02/2019
Bid Submission End Date	12/03/2019 up to 3.00 p.m.
Bid Opening Date	13/03/2019 4.00 p.m.

Notes:

- (i) All details regarding the subject tender are available on <https://eprocure.gov.in/eprocure/app> and our websites sol.du.ac.in and www.du.ac.in Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- (ii) **Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) EMD should be in the form of Account Payee DD in favour of Executive director, SOL, University of Delhi, and valid for 30 days beyond the validity of bid & should reach the Asstt. Registrar General, **Room No: 206, 2nd Floor, SOL, University of Delhi, Delhi-110007, on or before the last date and time of bid submission, failing which offer will be liable for rejection.** Bidders, however have to upload scanned copy of EMD along with their other document. The firms registered with MSME are exempt from submission of EMD subject to production of certificate of registration
- (v) Clarifications/ queries, if any, can be addressed to the A.R. General on telephone no. 011-27008349/50/81 and email: generalsection1234@gmail.com.

ASSISTANT REGISTRAR General

SECTION - II

Scope of Work

1. The details of the area for Security Services to be provided is as mentioned below:

School of Open Learning (North) has covered area of 9000 sq meters and SOL (South) Study Centre has covered area of 1000 sq. meters at 5, cavalry Lane Delhi and at Moti Bagh, New Delhi respectively. Its proper cleanliness and general upkeep shall be ensured by the contractor and the area occupied by the SOL are kept in a perfect state of cleanliness and hygiene at all times to the entire satisfaction of the officers in charge of SOL (North) and (South) SOL.

2. Housekeeping services will be comprehensive in nature relating to all areas within the premises and shall include the following:
 - a. Sweeping, Vacuum Cleaning/Cleaning and wiping of floors of different types including carpet surfaces, Staircases, corridors, lifts and lobbies. Cleaning activity shall start in the morning at 7.30 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 AM. The normal working hours of sanitary workers would be 7.30 AM. to 4 PM. from Monday to Saturday, but the caretaker, School of Open Learning may change the duty hours of some work, as per requirement under intimation of Asstt. Registrar (General).
 - b. Cleaning, wiping, moping must be done twice in rooms and outer area, thrice in wash rooms four times in corridor.
 - c. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, blinds, windows, computers, telephones, curtains, photocopiers, signages etc. with dry/wet cloth, feather brush and duster.
 - d. Thorough cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc.
 - e. Replenishing all toiletries including hand towels (M-fold/C-fold), Liquid soap, toilet rolls/GRD air freshener and tissue boxes after daily check-ups in the morning, afternoons and on call basis during daytime.
 - f. Maintenance of Proper registers/records for the jobs carried out on daily, weekly and monthly basis.
 - g. The contractor has to supply all the necessary consumable items, equipment, tools, tackles and vacuum cleaners of approved make including supplying labour, supervisors and materials for daily, weekly and monthly activities as per terms and conditions, and as directed to the entire satisfaction of the representative of the Sol (North) and (south), SOL.

3. Jobs to be carried out Daily:

- Sweeping, Cleaning, vacuuming and wiping of floors of different types including carpet surfaces, Staircases, corridors, lifts and lobbies, meeting areas, cabins etc.
- Dusting and polishing/brushing of Low high partitions, Glazed & Paneled partitions glass panes, venetian blinds, Door Mats, Tables, chairs, Workstations, Conference rooms, Library, Visitors' rooms etc.
- Acid Cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including area at hinges and cistern handles.

- Restock toiletries, which include Liquid hand soap, toilet paper, air freshener, and Sanitary cubes hand towels (M-fold/C-fold) and Naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- Dusting of Telephone Sets, PC, Printers, Photocopier machines, Fans, Network Equipment
- Conference room / Meeting Rooms / Discussion rooms to be checked on regular intervals / call basis. Water bottles, tea cups, paper plates, crockery etc., be cleared regularly so that the area never looks dirty, Tables, cabinets, switchboards, white boards, doors and partitions etc. should be cleaned every day, water bottles to be replenished and kept clean, Face tissues, notepads to be arranged.**
- Spraying room freshners/ air freshners daily at regular intervals.

Shifting of furniture and other items from one floor to another or within the floor as and when required by the administration.

4. Jobs to be carried out Weekly:

- 1 Vacuuming, brushing and shampooing of all carpet area, chairs and sofas (Once in a week and as and when required)
- 2 Cleaning and dusting of electrical switch boards, light fixtures, fans, air conditioner vents, overhead light fixtures, firefighting equipment, name plates, artifacts, plant boxes, etc. (Once in a week)
- 3 Thorough Cleaning of Water Dispensers and Water coolers (Once in a week and as and when required)
- 4 All other works which are listed in Daily Cleaning Section but not mentioned in this section will be attended.
5. The Contractor has to provide workforce to maintain the premises as required and to the satisfaction of the Assistant Registrar(General)/ Caretaker, SOL. (North & South)
6. The bidder shall, however, survey the area to be maintained in the premises as required by SOL. A Housekeeping supervisor has to be deployed by the agency who will be single point of Contact for SOL North & South) for all the housekeeping related matters as prescribed in this contract.
7. Housekeeping Material/Equipment to be provided at SOL. premises every month.

<u>Item Material</u>	<u>SOL. (North)</u> Qty. Per Month	<u>SOL.(South)</u> Qty. Per Month
1. ACID (5 Ltr.)	5 CANE	02 CANE
2. CETRONILLA	03 NOS.	01 NO.
3. PHENYL (WHITE TIGER), 5 LTRS.	10 CANE	02 CANE
4. COLIN (500 ML.)	06 NOS.	2 NOS.
5. DETTOL LIQUID SOAP (250 ML.)	10 NOS.	02 NOS.
6. DUSTER FLOOR (30 X 30)	06 DOZ.	1 DOZ.
7. DUSTER WHITE (20 x 20)	06 DOZ.	1 DOZ.
8. DUST PANS	04 NOS.	2 NOS.
9. FACE TISSUE	05 NOS.	02 NOS.
10. HARD BROOM (500GM.)	10 NOS.	02 NOS.
11. HARPIC 500ML.	12 NOS.	4 NOS.

12. HARPIC TAB	03 NOS.	1 NO.
13. HIT	06 NOS.	2 NOS.
14. JUNA PLASTIC (SCRUBBER)	04 DOZ.	01 DOZ.
15. LIQUID SOAP HANDWASH FEM (5LTR. CAN)	04 CANE	01 CANE
16. N. BALL BENGAL	04 KG.	01 KG.
17. ODONILL 50 GM.	12 PCS.	10 PCS.
18. ROOM FRESHNER ODONIL (250 GM.)	06 PCS.	03 PCS.
19. SOFT BROOM, 500GM.	25 PCS.	06 PCS.
20. URINAL CUBE, 400GM. GLARMIC	12 PCS.	10 PCS.
21. VIM POPULAR	26 PKT.	10 PKT.
22. WHEEL DETERGENT	20 PKT.	05 PKT.
23. BUCKET PLASTIC (16 LTRS.)	01 NO.	01 NO.
24. HAND BRUSH (ROUND)	06 NOS.	03 NO.
25. HOCKEY BRUSH UNIQUE	01 NO.	01 NO.
26. MORTIN	02 NO.	01 NO.
27. MUG (1.5 LTR.)	12 NO.	03 NO.
28. PLATFORM BRUSH COMPLETE	01 NO.	01 NO.
29. ROAD BROOM	06 NO.	04 NO.
30. SODA ASH	01 KG.	500GM.
31. WHISPER MR. CLEAN BIG, WITH HANDLE	04 NOS.	01 NOS.
32. BIG SIZE DUSTBIN FOR GARBAGE REMOVAL	04 NOS.	01 NOS.

Note:

The contractor should provide service with branded sanitary consumables as listed above. The quantities are only indicative and minimum required. Depending on the usage and consumption, the actual quantity may be more than the specified one. The Contractor has to procure and use material as per actual requirement (ensuring minimum specified) and no extra amount shall be paid by SOL, if more than above are consumed.

8. The Supervisor, SOL (North) will depute one sanitary worker at SOL. Staff quarter in D & E Block on every Saturday for sweeping of outer area of SOL. staff quarters. In case of any government holiday viz. Holi, Dussehra, Deepawali etc. on Saturday, the work of sweeping in SOL, Staff quarter must be done on Friday.

SECTION III

GENERAL TERMS AND CONDITIONS

A. GENERAL

2.0 General Terms of Bidding

- a) The bid should be submitted in the format exactly as per Appendix A-1 and Appendix A-2. The amount should be indicated in words and figures clearly in Appendix A-2.
- b) Bidders shall bear all costs associated with the preparation and submission of bid. SOL shall not in any case be responsible or liable for these costs.
- c) The bidders are advised to visit SOL (North & South) campus areas to assess the quantum of work involved and see the present condition of sites before submitting the tender on any working day between 10 A.M to 5 P.M after taking permission from Assistant Registrar. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2.1 Eligible Tenderers

- 2.1.1 The entity should be either registered as a Company under Companies Act 1956/ 2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 as the case may be and should be in existence for not less than five years before 31/03/2018 as a company or firm as the case may be. Bids of Sole proprietorship firms or those which are not in existence for 5 years as mentioned above shall not be considered at all.
- 2.1.2 The Registered Office should be located either in Delhi / National Capital Region for at least last 2 years.
- 2.1.3 Tenderer should have a minimum turnover of Rs.10 lakhs each in last three years 2015-16, 2016-17 and 2017-18 exclusively from housekeeping services/facility management services.
- 2.1.4 The tenderer should have ISO 9001 Certification valid as on 31st March 2018.
- 2.1.5 The bidder should be registered with Income Tax departments;
- 2.1.6 The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities during the last 3 years i.e 2015-16, 2016-17 and 2017-18
- 2.1.7. Experience certificate as per para 2 above, award letters and performance certificate for the last three years 2015-16, 2016-17 & 2017-18 should be uploaded.
- 2.1.8. The bidder should have labour licence certificate, issued by Control/Stated Govt/concerned department of NCT.
- 2.1.9. The bidder should be located in Delhi/NCR
- 2.1.10. The bidder should be GST Number.

- 2.1.11. The bidder should have valid Provident Fund Registration Number;
- 2.1.12. The bidder should have valid ESI Registration Number;
- 2.1.13. The bidder has not been black listed by Government Department / PSUs/Autonomous Bodies.

2.2 Verification and disqualification

- a) SOL reserves the right to verify all statements, information and documents submitted by the bidder.
- b) SOL reserves the right to reject any bid and appropriate EMD if, at any time, a material misrepresentation is made or uncovered.

2.3 Contents of Documents

The Tender Document consists of the following -

- (i) E- Tender Notice – Section - I
- (ii) Scope of work --Section - II
- (iii) General terms and conditions – Section- III
- (iv) Commercial conditions - Section IV
- (v) Check List - Section-V
- (vi) Technical Bid – Appendix: A-1
Bid Letter
- (vii) Financial Bid – Appendix: A-2
- (viii) Proforma for Annual Turnover - Appendix: A-3
- (ix) Undertaking regarding Blacklisting- Appendix: A-4
- (x) Tender acceptance letters – Appendix: A-5
- (xi) Format of performance security – Appendix: A-6

2.3.1 Clarification

A prospective bidder requiring any clarification on the Tender Document may notify the SOL in writing to mailing address indicated below. Such requests for clarifications should be sent not later than ten days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders five days prior to original or extended deadline for submission of Bids.

Mailing Address:

<p>Attention: Assistant Registrar (General Section) Room No. 206, School of Open Learning 5-Cavalry Lane, University of Delhi, Delhi-110007</p>
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2.4 Amendment of Tender Document

At any time prior to the deadline for submission of bids, the SOL may for any reason, whether at its own initiative or in response to a

clarification requested by the prospective bidder, modify the bidding documents by amendment. The amendment will be uploaded on CPP Portal <http://eprocure.gov.in/eprocure/app> for the benefit of all the prospective bidders.

B. PREPARATION AND SUBMISSION OF BIDS

2.5 Format and signing of Bids

- a) The bidders shall provide all the information sought under this Tender Document. SOL will evaluate only those bids that are received on-line in the required formats and complete in all respects; and EMD received in hard copy.
- b) The tender should be digitally signed on each page by the authorized signatory of the bidder.

2.4 Documents Comprising Technical and Financial Bid

The bidder shall submit the Technical and Financial Bid online through CPP Portal <http://eprocure.gov.in/eprocure/app>

(a) TECHNICAL BID-Appendix A-1 digitally signed

Appendix: A-1

- i) Scanned copy of registration as company or partnership under relevant Act.
- ii) Scanned copies of orders of similar nature of work award letter alongwith performance reports during last three years i.e. 2015-16, 2016-17, 2017-18 from Government Departments / PSUs and Autonomous Bodies.
- iii) Scanned copy of PAN CARD.
- iv) Scanned copy of Annual turnover of Rs.10 lakhs per annum for the last three years viz 2015-2016, 2016-2017 and 2017-2018 duly certified by Chartered Accountant.
- v) Scanned copies of declaration of non-blacklisting.
- vi) Scanned copy of GST Registration Certificate.
- vii) Scanned copy of Tender Acceptance letters.
- viii) Scanned copy of EMD.
- ix) Scanned copy of valid Provident Fund Registration Number;
- X) Scanned copy of valid ESI Registration Number;
- xi) Scanned copy of Labour license certificate.
- xii) Scanned copy of ISO 9001 Certificate.
- xiii) Declaration that bidder has not been black listed by Government Department/PSUs/Autonomous Bodies

(b) FINANCIAL BID

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. The financial bids are to be uploaded in the BOQ in the CPP Portal. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- i. The rates shall be quoted in Indian Rupee only.
- ii. The rates will be exclusive of GST and any revision in the GST will be the responsibility of the Bidder.
- iii. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- iv. The bidder shall upload Appendix-A-2digitally signed

2.7 Bid Due Date

The technical and financial bid shall be submitted on CPP Portal [http://eprocure.gov.in/eprocure/app_on_or_before 5:30](http://eprocure.gov.in/eprocure/app_on_or_before_5:30) p.m. hrs. IST./2017 (“the Bid Due Date”) Similarly, physical submissions of documents will also be completed by the same date and time.

2.8 Online opening of bids

- a) Opening of bids will be done through on-line process.
- b) SOL shall on-line open Technical Bids on 13/03/2019 at 4:00 pm. hrs. IST.
- c) Technical Bid of only those bidders shall be on-line opened whose documents listed at clause 2.7 have been physically received. The SOL will subsequently examine and evaluate the Bids in accordance with the provisions of this document.

2.9 Rejection of Bids

- a) Notwithstanding anything contained in this document, the SOL reserves the right to reject any bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that the SOL rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.
- b) The SOL reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.10 Validity of Bids

The BIDs shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective bidders and the SOL.

2.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the SOL in relation to, or matters arising out of, or concerning the bidding process.

2.12 Correspondence with the bidder

SOL shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

C. EARNEST MONEY DEPOSIT

2.13 Earnest Money Deposit (EMD)

- a) The bidders except registered with MSME shall submit an EMD of **Rs. 90,000/- (Ninety Thousand)** in the form of account payee demand draft /Banker’s cheque from any nationalized bank or scheduled commercial bank, in favour of Executive Director, School of Open Learning, University of Delhi valid for 30 days beyond final bid validity period. The EMD of successful bidder will be returned on receipt of performance security.
- b) The tender with no EMD shall be summarily rejected.
- c) In case of unsuccessful bidder, the EMD will be refunded without interest.

D. EVALUATION OF BIDS

2.14 Tests of responsiveness

- a) Prior to evaluation of Technical Bids, SOL shall determine whether each Technical Bid is responsive to the requirements of this document. A Technical Bid shall be considered responsive only if :
 - i. Bid is received online as per the format at Appendix A.
 - ii. It is accompanied by EMD.
 - iii. It is not non-responsive in terms of this document.

2.15 Opening and evaluation of Financial Bids

- a) SOL shall online open the Financial Bids only of Technically Qualified Bidders.
- b) SOL reserves the right to reject any BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SOL in respect of such BID.

2.16 Determination of rates

SOL has the right to reject any rate it considers un-workable. The financially determined rate (lowest rate) will become the approved rates (“Approved Rates”).

2.17 Acceptance of Rates

The SOL shall offer the approved rates to the Technically Qualified Bidder for acceptance of the rates. Rates quoted in the tender shall be valid for one year from the date of placement of order.

The bidder shall within 7 days of issue of placement of acceptance of order give his acceptance along with Performance security.

2.18 Award of Work

Upon receipt of performance security, SOL shall place order on successful bidder. The contract shall be valid for one year from the date of award of work and can be extended for one more year subject to mutual consent on the same terms & condition.

2.19 Agreement

The successful bidder will have to sign an agreement with SOL on Indian Non-Judicial Stamp paper of Rs.100/- (One Hundred Only).

2.20 Sub-letting of work

The contractor will not sublet contract to any other party.

2.21 Inspection of Work

SOL will have a right to inspect the quality of work/ type of equipment, material to be or being used for rendering the service.

SECTION-IV

COMMERCIAL CONDITIONS

2.22 Application

The General Conditions shall apply in contracts made by SOL for procurement of Goods/Services.

2.23 Performance Security

- i) Successful bidder shall furnish performance security to the SOL (Appendix A-6) for an amount equal to 10% of the value of order within 7 days of placement of acceptance order in the form of bank guarantee drawn in favour of Executive Director, SOL, Delhi, payable at Delhi valid for a period of 14 months.
- ii) The proceeds of performance security shall be payable to Sol as compensation for any loss resulting from supplier's failure to complete its obligations.
- iii) The performance security shall be discharged by SOL after completion of supplier's performance obligations including any warranty obligations after completion of 14 months from the date of order.

2.24 Payment

Payment Terms

- i. The agency will submit a pre-receipted bill, in triplicate, in the name of Executive Director, SOL after making payment to its deployed staff but not later than 7th of each month. The bill submitted by the bidder should be duly certified by the Assistant Registrar, General/ Caretaker of SOL (North & South).
- ii. Bills submitted will be processed and payment will be released within 30 days if found proper as per and subject to the provisions of the contract.
- iii. Bills should consist of following documentary evidence for processing further:
 - a. Complete attendance details with muster rolls as per the Labour Act.
 - b. Proof of payment of Wages for the previous three (3) months as per the Central or State Minimum Wages/Labour Act (whichever is higher),
 - c. ESI and PF payment Challan Copies of previous three (3) months
 - d. GST Payment Challan copy of previous three (3) months
 - e. Original copies of bills of consumables for Housekeeping materials / equipment.
 - f. All payments will be made subject to Tax Deduction at Source.
 - g. No advance payment of any kind will be given by SOL to the tenderer.
 - h. Pre-receipted bills may be submitted in triplicate in the name of Executive Director, SOL Delhi along with a copy of the receipted delivery challan.
 - i. Executive Director, SOL reserves the right to deduct amount from the bill towards compensation for unsatisfactory service as provided under the contract.
 - j. The payment will be made through RTGS/NEFT only.

In case of breach of any terms and conditions as specified in the contract and signed between the parties, the Performance Security Deposit of the Contractor will be liable to be forfeited by the SOL besides, annulment of the contract and other legal resource.

2.25 Compensation clause:

- i. The agency shall disburse the salary to its deployed manpower, inclusive of other allowance between 7-10th of every month, failing which compensation of **Rs. 500/-per day** will be payable to SOL up to 15th of the month.

- ii. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of agency's supervisor by SOL and if no action is taken within **One hour, penalty of INR 75/- per day per complaint** till the complaint is satisfactorily addressed is payable/recoverable from the agency to SOL as compensation.
 - iii. The agency has to ensure to maintain the adequate number of manpower, Scope of work and services and also arrange a pool of standby housekeeping staff/supervisor. In case any housekeeping staff/supervisor is absent from duty, a reliever shall be deployed by vendor in time from an existing pool of housekeeping staff. If the required number of workers / supervisor are less than the specified number, a **compensation of INR 300/- per absentee per day** will be taken/deducted from the bill(s) of the agency besides deducting salary for the day of being absent.
 - iv. The housekeeping staff including supervisors must be in proper, full and clean uniform with name plates (badges) at all times failing which a compensation of Rs.100/- per day per person will be payable/recoverable from the agency.
 - v. Any deviation in the material quality and quantity quoted will be subject to compensation payable to SOL. For proper maintenance, suitable cleaning material which are environmental friendly, not harmful to human and government property should be used. If the cleaning material as per RFP/contract is not received in SOL between 1-10th of every month, a compensation of Rs. 1,000/- will be recoverable from the bill of defaulting service providing agency.
 - vi. Agency shall ensure that the staff deployed by it does not wander here and there and sit idle in groups during working hours. Due Discipline will have to be maintained by the staff and they shall not hinder the working of other employees/staff. If any violation to aforementioned is found, a compensation of Rs. 100/- per worker shall be sought from the agency, for any instance observed of this kind.
- 2.26. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed persons of any employment in SOL. The persons deployed by the service provider in the SOL shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against SOL.
 - 2.27. The SOL shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
 - 2.28. The staff deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the SOL during the currency or after expiry of the contract.
 - 2.29. The service provider shall also be liable for depositing all taxes, on account of service rendered by it to SOL to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter failing which its payments are liable to be withheld and contract terminated, as may be deemed appropriate.
 - 2.30. In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the SOL is put to any loss / obligation, monetary or otherwise, the SOL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.

2.31. The SOL reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.

2.32. Any delay or forbearance on the part of SOL or any waiver of its rights or condonation of any acts,

2.33 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 reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the SOL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

2.34 Termination for Default

- a) The SOL may, without prejudice to any other remedy for breach of contract, may send the Contractor a notice of its intention to terminate the Contract Agreement in whole or in part, if
- i. The Contractor fails to deliver any or all the items within the time period(s) specified in the Work Order or any extension thereof granted by the SOL.
 - ii. The Contractor fails to perform any other obligation(s) under the Contract Agreement; and
 - iii. The Contractor in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as SOL may authorize in writing) after receipt of the default notice from the SOL.
 - iv. In the event the Contractor fails to remedy the defaults within the specified period of 15 day, SOL may terminate the Contract in whole or in part SOL may procure, upon such terms and in such manner as it deems appropriate.

b. Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court, the SOL may terminate the Contract by giving written notice to the Contractor, without any compensation provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SOL.

c. Set Off

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the SOL and set off the same against any claim of the SOL for payment of sum of money arising out to this Contract or under any other contract made by the Contractor with SOL.

d. Arbitration

In the event of any dispute or differences between the Contractor and SOL whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

- i.** The construction of the terms and condition of the Contract,
- ii.** The respective rights and liabilities of the parties under the Contract, and
- iii.** Any matter or thing out of or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Executive Director, SOL, University of Delhi, Delhi may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

2.35

Legal Jurisdiction

It is also the condition of this Contract that the court which has jurisdiction over Delhi shall have absolute jurisdiction for adjudicating any difference or disputes arising out of this Contract to the exclusion of all other courts.

SECTION-V

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

S.No.	Description	Documents to be uploaded (Scanned copy)
1	Name of firm	
2	Business address of firm	
3.	Year of Establishment	Delhi/ NCR Region
4.	Tel No. / Mobile No. a & Email address	
5.	Contact person details (Name, Designation, Contact number etc.), to whom all references shall be made	
6.	No. of years of experience of providing housekeeping services	Scanned copy of Supporting documents
7.	Whether firm/agency is Company/Partnership	Scanned copy of Supporting documents
8.	Labour license certificate details (Registration number and details	Scanned copy of Supporting documents
9.	Earnest Money Deposit (EMD)	Scanned copy of EMD
10.	PAN Number	Self attested scanned copy
11.	GST Registration certificate	Self attested scanned copy
12.	EPF registration Number	Self attested scanned copy
13.	ESI Resgistration Number	Self attested Scanned copy
14.	Copies of orders of housekeeping and sanitation services to Govt. Departments / PSUs / Autonomous Bodies for last 3 years alongwith satisfactory completion of work.	Scanned copies
15.	Annual turnover of Rs.10 Lakh for the last three years duly certified by statutory Chartered Accountant.	Scanned copy of certificate from statutory Chartered Accountant – Appendix A-3
16.	Declaration regarding non-blacklisting of firm	Scanned copy Undertaking in Appendix –A-4 Scanned copy
17.	Tender Acceptance Letter	Scanned copy of certificate as given in Appendix A-5
18.	ISO 9001 certificate	Scanned copy
19.	In case of MSME firm	Self attested scanned copy of valid registration certificate.
20.	Bank Account Details a) Bank Account No. b) Bank Name & Address c) IFSC Code d) MICR code	Self attested scanned copy of cancelled cheque.

**Signature with stamp, Name of
firm**

APPENDIX: A-1

Letter for Technical Bid

(On letter head of the bidder)

Dated:

To

Executive Director,
School of Open Learning
5, Cavalry Lane,
University of Delhi,
Delhi-110007

Sub: Technical Bid for _____

Dear Sir,

With reference to your Tender Document dated, we, having examined the document and understood its contents, hereby submit our Technical Bid for qualification for the aforesaid work. The bid is unconditional and unqualified.

1. We acknowledge that the SCHOOL OF OPEN LEARNING (SOL) will be relying on the information provided in this letter and the documents accompanying it. We certify that all information provided in the letter and in Annexes I and II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the letter are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a bidder for supply of cartridges to SOL.
3. We shall make available to the SOL any additional information it may find necessary.
4. We acknowledge the right of the SOL to reject our Technical Bid, without assigning any reason.
5. We declare that we have not been directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice for this work.
6. We understand that SOL may cancel the bidding process at any time and that SOL is neither bound to accept any Technical Bid, without incurring any liability to the bidders. We agree and undertake to abide by all the terms and conditions of the Tender Document, including the Conditions of Contract.

In witness thereof, we submit this Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the bidder

APPENDIX: A-1

Details of Applicant

1. (a) Name:
(b) Address:
2. Details of individual(s) who will serve as the point of contact/ communication with the SOL:
 - (a) Name:
 - (b) Designation:
 - (c) Telephone Number:
 - (d) Mobile Number:
 - (e) E-Mail Address:
3. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number (office) ----- Mobile: -----
 - (e) E-Mail Address:

APPENDIX: A-2

(On letter head of the bidder)

Letter comprising the Financial Bid

Dated:

To,
The Executive Director,
5, Cavalry Lane,
University of Delhi,
Delhi-110007

Sub: Financial Bid for _____

Dear Sir,

With reference to your Tender Document dated ----- we, having examined the document and understood its contents, hereby submit our Financial Bid for the aforesaid item. The bid is unconditional and unqualified.

1. I/ We acknowledge that the School of Open Learning (SOL) will be relying on the information provided in the Financial Bid and the documents accompanying it, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The bid price/rate has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document and our own estimates of costs.
3. I/We acknowledge the right of the SOL to reject our Bid without assigning any reason.
4. In the event of we being offered to accept the rates determined by SOL as the approved rates payable service.
5. I/We shall keep this offer valid for 90 (Ninety) days from the Bid due date.
6. I/ We hereby submit our Bid and offer the rates for different types of cartridges.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name & seal of Bidder/Lead Member: -----

Class III DSC ID of Authorized Signatory: -----

Date:

Place:

FINANCIAL BID

Financial Bid for Housekeeping & Sanitation Services (per month, per person INR only)

Name of Bidder:-

Sl. No.	Description	Percentage	Sanitary Worker wages per person monthly	Sanitary Supervisor wages per person monthly
A	HOUSE KEEPING SERVICES			
1.	Minimum Wages as prescribed by Labour Department GNCTD under the Minimum Wages Act-1948 as applicable from time to time.		14000/-	15400/-
2	ESI contribution	4.75%		
3	EPF contribution of Rs. 15,000/-	13.15%		
4	Bonus on 7,000/- or minimum wages (whichever is higher)	8.33%		
5	Service charges (In Rupees Only)			
6	TOTAL cost per head (A)			
B	Material charges with equipments (S.No.4(7) at Section -II (Enclosed)			
11	TOTAL (A + B)			
12	GST in % on S.No. 11			
13	GRAND TOTAL			

Note:-

1. The above mentioned Financial Proposal/Commercial bid format is provided in pdf format along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this format as it is and quote their offer/rates in the permitted column and upload the same after converting in pdf format. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with SOL.
2. Contractor shall provide uniformed and trained personnel and use its best endeavor to provide services to the Department for providing cleanliness. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, cost of uniform of personnel deployed by the contractor, all kinds of taxes etc. of the agency. The rate quoted will be for per shift of eight hours for per day. If the minimum wages is revised by the Government of NCT of Delhi/Government of India, the incremental wages, if applicable, will be provided.
3. (a) Financial Bids with NIL/BLANK/N.A./ZERO in any column will be rejected outrightly without giving any reason.
4. All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.
5. Tender will be evaluated on the basis of the Total Tender Value for 2(Two) Sanitary Supervisor and 18 (Eighteen) Sanitary worker and charges for material.
6. All values in above wage structure are adhered to the minimum wages as prescribed by Govt. of NCT Delhi or Government of India and will be adhered in future course of tender period. However, the rates mentioned in Sr. No.1 are minimum wages.

Seal and Signature of the bidders

Appendix : A-3

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s. _____, the Bidder/Tenderer for providing Housekeeping Services on Monthly/Yearly Contract Basis, hereby confirm that the minimum Annual Turn-Over of the firm/company during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 is Rs.10 Lakhs or more than Rs.10 Lakhs.

The financial year-wise break-up is given below:-

S.NO.	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR
S.NO.	YEAR	AMOUNT (In Rs.)
1.	2015-16	
2.	2016-17	
3.	2017-18	

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I/We, _____

Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years

mentioned above in respect of M/s. _____

are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

APPENDIX: A-4

The Executive Director
School of Open Learning
5, Cavalry Line
University of Delhi
Delhi – 110007

Sub: Under taking regarding Blacklisting/ Non-Debarment

Sir,

We hereby confirm and declare that we. M/s is not blacklisted/ Debarred by any govt. Deptt./ Public Sector Undertaking/ Private Sector or any other agency for which we have executed/ undertaken the works during the last 3 years.

For

Authorized Signatory with seal

APPENDIX: A-5

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To
The Executive Director,
School of Open Learning,
5 Cavalry Line
University of Delhi,
Delhi-110007

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender: - “ _____ ” in the School of Open Learning, University of Delhi, Delhi-110007.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' for the web site(s) namely:in the School of Open Learning, University of Delhi, Delhi-110007" as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. __ to __ (including all documents like annexure(s), schedule(s), etc.,) and [we shall abide hereby by the terms / conditions /clauses contained therein.
3. 3. The corrigendum(s) issued from time to time by your organization too have all been taken into consideration, while submitting this acceptance letter.
4. IWe hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in it's totally / entirely.
5. In case any provisions of this tender are found violated, then SOL organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit also.

Yours faithfully,

Signature of the Tenderer with Official Seal

APPENDIX: A-6

Form of Bank Guarantee for Performance Security

In consideration of the Executive Director, School of Open Learning, University of Delhi (hereinafter called "The Employer") having offered Housekeeping & sanitation work _____ (hereinafter called "the contractor") provided the Contractor submits an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Performance Security for the security of Housekeeping & sanitation worker.

1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the Employer an amount not exceeding Rs.(Rupees.....Only) on demand by the Employer.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Employer stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said Bank further undertake to pay the SOL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SOL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged.
5. We, (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SOL against the said Printer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Printer.
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Employer.
8. This guarantee shall be valid up tounless extended on demand by the SOL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday of for (Indicate the name of the Bank).