

**MAULANA AZAD INSTITUTE OF DENTAL SCIENCES**  
**(An Autonomous Body under Govt. of NCT of Delhi)**  
**M.A.M.C. Complex B.S.Z. Marg, New Delhi-110002**  
**Planning Branch**

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**TENDER FOR AWARD OF CONTRACT FOR PROVIDING MECHANISED  
SANITATION SERVICES IN MAIDS.**

MAIDS intends to invite open bids through **e-Tender** for award of contract for providing **Mechanised Sanitation Services in the Institute for two years periods which can be extended for additional two years on yearly basis** on mutually agreed terms and conditions and satisfactory performance of the contractor.

The Tenderer is expected to closely examine all instructions, forms, terms & conditions, specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional.**

Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Tenderers risk and may result in rejection of the bid .

**TIME TABLE**

<b>Sl. No.</b>	<b>Description</b>	<b>Time</b>
1.	Date and time of commencement of Tender	21.06.2013
2.	Last date and time for downloading of Tender documents.	12.07.2013 on 1:30 P.M.
3.	Last Date and time of submission of Tender	12.07.2013 on 1:30 P.M.
4.	Date and time of Opening of Pre-Qualification Bid and Technical Bid	12.07.2013 on 2:30 P.M.
5.	Date and time of Opening of Financial Bid	To be informed later
6.	Earnest Money Deposit	Rs.1,00,000.00

**EMD of Rs.1,00,000/- in the favour of Director-Principal, MAIDS in the form of FDR / Bank Guarantee issued by nationalized / Commercial Bank for a period of 04 months from the date of submission of the Tender.** The Original FDR/BG alongwith the Pre-Qualification, Technical Bid documents and Annexure VI to X duly signed by the authorised person must be submitted in the Planning Branch, Room no. 08, Ground Floor, MAIDS, New Delhi 6 110002 on or before the closing of the e-tender failing which the tender will be rejected.

**IN CASE ANY CLARIFICATIONS PERTAINING TO THIS E-TENDER ARE REQUIRED, PLEASE CONTACT THE PURCHASE BRANCH OF MAIDS, ROOM NO. 08, BETWEEN 02:00 P.M. TO 04:00 P.M. ON ANY WORKING DAY PERSONALLY OR ON PHONE NOS. 011-23233884 EXTN. 1053/1054 OR MOBILE NO. 9582948895.**

To be submitted in Room No.08, MAIDS Building, MAMC Complex, New Delhi-110002 along with all documents of Pre-Qualification and Technical Bids (**Except Financial Bid**).

Details of the tenders along with terms and conditions and specifications can be seen and can be downloaded from the website <https://govtprocurement.delhi.gov.in> . For participation in these tenders through e-procurement solution, all Bidders / Tenderers are required to have digital certificates (Class IIb) and get registered with NIC. For any assistance/clarifications, please contact NIC Help Desk, 6 th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054. Toll Free No: 1800-233-7313 (Monday - Saturday, 09:30 AM to 06:00 PM) **email-id: eproc.delhi@nic.in**

## **Corrigendum / Amendment of Bidding Documents**

At any time till 3 days before the deadline for submission of bids, the client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify/amend the bidding document. All amendments will be hosted on the website regularly. Client shall not be responsible to notify the amendments to individual bidders. All amendments by the client till 3 days before the deadline for submission of bids, shall be binding on the participatory bidders.

**The tender portal will not accept any bid after the deadline. Client may in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum on the tender portal.**

### **Terms & Condition:-**

Tenderers meeting the following criteria shall only be eligible for submitting bid. In case of bidders who fail to meet any of the below mentioned criteria, their bid shall not be considered for evaluation.

<b>Sl. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required to be uploaded</b>
1.	The Bidder must have an annual average turnover of Rs.1 crore or above during the last three financial years in the books of accounts.	Attested copy of Annual Accounts, duly attested by Chartered Accountant
2.	The bidder must have the experience of completion of similar works <b>during last two years</b> in any hospital of Govt. of India, Delhi Govt. or any State Govt. (a) Three similar completed work costing not less than Rs.40 Lacs each (b) Two similar completed works costing not less than Rs.50 Lacs each (c) One similar completed work costing not less than Rs.80 Lacs.	Attach copies of experience certificates from client in Annexure III.
3.	The bidder must not have blacklisted with any state Government or Central Government.	Submit an undertaking in Annexure II
4.	The bidder must be registered under Contract Labour Act	Attach copy of License
5.	The bidder must be registered with ESI	Attach copy of ESI certificate
6.	The bidder must be registered with EPF	Attach copy of Registration certificate
7.	The bidder must be income tax payee	Attach copy of PAN Card and the copy of return file with Income Tax during the last three years
8.	The bidder must be registered with service Tax Department	Attach copy of registration certificate

Except Price Bid in Annexure V all documents in Physical form along with EMD in favour of Director ó Principal, MAIDS shall be submitted in room No.08 MAIDS Building MAMC Complex, New Delhi-110002 on or before the closing date and time of e-Tender. Scanned Copies of all these documents and EMD shall also be uploaded in e-Tender. No physical copy of Financial Bid shall be submitted. It shall be uploaded only.

### **Visit to Department:-**

The bidder is required to provide Sanitation Services to this Department and is advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the

Department and is aware of the operational requirements prior to the submission of the tender documents.

**Documents Constituting the Bid**

The Bid prepared by the Bidder shall comprise the following components:

• **Pre-qualification Bid**

1. Earnest Money Deposit (EMD) of Rs.1.00 Lacs in form of FDR / Bank Guarantee issued by nationalized / Commercial Bank for a period of 04 months from the date of submission of the Tender.
2. Self Attested copy of PAN card under Income Tax Act.
3. Self Attested copy of latest IT returns of financial year 2010-11, 2011-12, 2012-13.
4. Self Attested copy of Service Tax Registration Number along with copy of return filed.
5. Self Attested copy of Valid Contract Labour Registration No. of the Agency / Firm.
6. Self Attested copy of valid Employee Provident Fund Registration Number.
7. Self Attested copy of valid ESI Registration Number.
8. Undertaking as per prescribed Performa on an Affidavit of Rs.100/- marked as Annexureó I in tender document.
9. Criminal liability undertaking on an affidavit on Rs.100/- duly notarised as per prescribed Proforma regarding CBI case / Criminal case / Income tax & VAT / Sales Tax case not pending against the tenderer, (Annexure-II) in Tender Document.

• **Technical Bid**

Technical Bid will be uploaded in (Annexure-IV) along with the requisite documents as mentioned in the form.

Bidder shall also be required to attach the details of Staff required.

Technical bids shall be evaluated using following criteria:-

**CRITERIA FOR EVALUATION TECHNICAL BIDS**

<b>CRITERIA</b>	<b>MARKS</b>
<b>Manpower on roll</b>	
< 50 Employees	1
> 50 Employees	2
<b>Experience of running Sanitation Services (in years)</b>	
< 02 to 05 years	1
➤ 02 to 05 years	2
<b>Total of work done during the last three financial years</b>	
01 - 1.5 crore	1
1.5-03 crore	2
<b>Single work of more than 80 lakhs done during last three years</b>	
Yes	1
No	0
<b>No. of trained supervisor staff in the field of Sanitation</b>	
< 10	0
> 10	1
Physical demonstration	2*

\* Date of Physical Demonstration will be intimated later on.

The firm/agency which has secured eight out of Ten marks will be considered as technically qualified. The marks of physical demonstration will be compulsory.

**Financial Bid:-** The specimen for Financial Bid is placed at Annexure-V of this Tender.

- i) **QUOTATION OF RATES:-** The rates should be quoted in **Indian currency in figures**. The bidder must abide by the labour laws / Govt. directives in all the matters while quoting the rates/amount for services & consumables for the finalisation of contract in so far as providing of hygiene specialists & hygiene supervisors is concerned. Bidder shall quote the **rates on the basis of rates per hygiene specialist & hygiene supervisors including allied equipments, their accessories consumables/ services** in Indian Rupees for the entire contract on a sole 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 providing Hygiene specialists & hygiene supervisors and allied consumables/ services at MAIDS, Government of NCT. This includes all the liabilities of the contractor such as cost of uniform and identity cards of hygiene specialists & hygiene supervisors deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.) which should be clearly stated by the contractors.
- ii) **Performance Security Deposit:-** Successful bidder shall have to deposit performance security equivalent to 10% of annual value of the contract separately in the form of FDR/ Bank Guarantee. However the Bid Security will not be adjustable in the performance security. Bid Security of unsuccessful tenderer will be released at the earliest. No interest shall be payable by the Institute for Bid Security during the Validity period of tender. Bid Security deposit/Performance Security is liable to be forfeited if the tenderer withdraws or impairs or derogates the bid in any respect.
- iii) The firm will enter into Agreement Rate Contract initially for two years for providing hygiene specialists & hygiene supervisors immediately after its approval & depositing of 10% Performance Security.

**The rate quoted by the Bidder should be inclusive of following items:**

- i) Manpower costs and management charges shall not be below the Minimum Wages prescribed for Delhi.
- ii) Equipment's for cleaning and Sanitation.
- iii) All Consumables / Cleaning materials to be used for cleaning and Sanitation (mentioned at **Annexure- IX**).
- iv) Communication costs, printing stationary, Transport and any other contingency related to cleaning and sanitation.
- v) Maintenance of tools, measuring instruments etc.
- vi) All the Jobs as per (**Annexure- X**).

The rate should be inclusive of all components of the Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus Gratuity, Leave, Uniform allowance Service Tax or any other Taxes if applicable.

**The work will be awarded to the agency which has quoted the most economical price after ascertaining that the company would be able to fulfil its statutory obligations like payment of wages to the requisite number of workers (after making a provision for relievers) under the minimum wages act, payment of Bonus, ESI and EPF contributions, Service Tax etc.** In case the financial bid of more than one agency is same as L1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

**Forfeiture of Earnest Money Deposit**

The Earnest Money Deposit of the successful bidder will be forfeited if the bidder fails to undertake the work awarded to him within the stipulated period.

- **Modification and Withdrawal of Bids**

The portal allows modification or withdrawal of bids before closing of bid. The bidders are advised to go through the rules and FAQs available on the portal itself while submission of bid.

- **Opening of Pre-qualification Bid**

The web portal of Delhi Govt. has been designed in such a manner that all the inputs submitted by bidders remain in an encrypted form and are not accessible to the client before the designated date and time of opening. The client will first open Pre-qualification Bid in the presence of Bidders representatives who authorised to attend the Pre-qualification Bid opening meeting in the Room of Purchase Officer as per schedule at e-Tender website. The Bidders authorised representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Client, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

- **Opening of Technical Bid**

The Technical Bid shall be opened immediately after opening of Pre-qualification Bid in the Room of Purchase Officer at the date and time mentioned in the Tender documents in the presence of Bidders representatives who choose to attend the Bid opening meeting. The Bidders representatives who are present shall sign a register evidencing their attendance. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

### **Opening & Comparison of Financial Bid**

The bidders who have qualified in Technical Bid will be eligible for the opening of Financial Bids.

**Bid Comparison:** Financial Bids will be opened and compared. The Bidder is required to quote for each item as mentioned in the Annexure- V. Therefore any Bid which does not contain rates for both items will be determined to be Non-responsive and will be simultaneously rejected. The ranking of bidders shall be decided on the basis of bid amount will be considered for award of tender.

**The Financial Bids will be opened** in the presence of Bidders / Representatives who choose to attend the Financial Bid opening in the Room of Purchase Officer at **date and time which shall be intimated later on to eligible bidders**. The Bidders representatives who are present shall sign a register evidencing their attendance.

### **Rejection of Bid**

Any effort by a Bidder to influence the Client in its decisions on bid evaluation, bid comparison contract award may result in rejection of the Bidder's bid.

### **Client's right to accept any Bid and to reject any Bid or all Bids.**

Notwithstanding anything else contained to contrary in this Tender Document, the Client reserve the right to accept or reject any Bid prior to the award of Contract, without assigning any reason.

### **Notification of Award**

The Client shall notify the successful Bidder in writing by registered letter that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within three working days.

The Client reserves the right to increase or decrease area **without any change in Unit Price and other terms & conditions**. The variation in the quantity of award shall be notified at the time of placing the order.

### **Signing of agreement**

The successful bidder shall be required to execute a contract agreement in (Annexure-VII) on Non- Judicial stamp paper of Rs.100/- containing all terms & conditions as per the tender document within 10 days of issue of "Letter of Offer". The signing of agreement will amount to award of contract and bidder will initiate the execution of the work on dates as specified in the agreement.

### **Performance Guarantee**

Within 10 days of the Bidder's receipt of notification of award, the bidder shall furnish performance security for an amount of Rs.5,00,000/- (Rupees Five Lac Only) in the form of FDR / Bank Guarantee in the name of the Director-Principal, MAIDS.

**Performance Guarantee will be valid for sixty days beyond the date of completion of period of the contract and shall be returned to the contractor on successful completion of the contract. EMD shall be released after receipt of performance guarantee.**

### **Forfeiture of Performance Guarantee**

The proceeds of the performance security shall be payable to the Client as compensation for any loss resulting from the failure on the part of the Bidder to meet out its obligations under the Contract.

Performance Guarantee amount in full or part may be forfeited in case the contractor fails to abide by the terms and conditions of contract fully or partially.

### **Terms & Conditions**

1. The execution of Sanitation Work will be done by the uniformed and trained manpower with mechanized equipment, wherever required, and wet mopping. The machine required for the work shall be arranged by the bidder
2. The cleaning and Sanitation works are to be carried out as per international norms/ standard and in such manners that all premises always look neat and clean.
3. The manpower engaged must be trained in management of bio-medical waste also so that waste disposal is carried out in prescribed manner without affecting the environment as per pollution control directions. The contractor shall ensure that **General waste and Infectious waste** are lifted in the prescribed bags from the site of generation and transported hygienically to the temporary storage area/ in the hospital on day-to-day basis. Hospital shall make arrangement for final disposal of the infectious waste; however the contractor shall be responsible for final disposal of General waste every day. **A penalty of Rs.1000/- per day shall be imposed in case General waste is found lying at the area of generation or the temporary storage site for more than 24 hours and an amount of Rs.2000/- per day shall be imposed in case infectious waste is not transported from any area of the hospital for more than 24 hours.**
4. It will be the sole responsibility of the contractor that the men engaged are trained and the Department will not be liable for any mishap, directly or indirectly.
5. All the consumables and disposables required for cleaning are to be procured by the contractor. All consumables and disposables should be eco-friendly. **The list of the items to be used shall be furnished by the firm with the tender documents.** The authorized representative of the Institute shall inspect the Store of these items.
6. The contractor shall be required to provide scrubbing of floor in different areas of the hospital by Mechanized equipment at least daily. The following sanitation equipment shall be arranged by the contractor himself for mechanised cleaning.

<b>Sl. No.</b>	<b>Name of the Equipments</b>	<b>Qty.</b>
1	Heavy duty Surface Cleaner	02

2	Decontamination Unit for Toilets	01
3	Ground Level Infection Controller	05
4	Dust Collection Unit	02
5	Solution Pick up Unit	02
6	Floor polisher	02
7	External environmental cleaner	01

In addition of the above equipment, four following sanitation equipment will be provided free of cost, The contractor shall have to ensure the maintenance of these equipment. No additional payment shall be made in respect of repair / maintenance of these equipments.

Sl. No.	Name of the Equipment	Qty.
1.	BD 40/25C - Floor Cleaning Machine	1
2.	CA 530 - Heavy duty Cleaner	1
3.	CA -340 - Ground Level Infection Controller	1
4.	N-4102 A - Decontamination unit	1

7. The cleanliness will be periodically checked by the Director-Principal or any person authorized by him/her 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 dropping 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, floor etc. in toilets/bathrooms.

8. In case any of contractor's personnel (s) deployed under the contract is (are) absent, **penalty equal to double the wages or number of sanitation staff/supervisors absent on the particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.**

- a) 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.
- b) In case any public complaint is received attributable to misconduct/misbehaviour of contractor 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 personnel shall be removed from the system immediately.

In case the contractor fails to commence /execute the works as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the Principal Employer i.e. MAIDS reserves the right to impose the penalty as detailed below:-

- i) **20% of cost of order/agreement per week, upto four weeks delays.**
- ii) **After four weeks delay the department may cancel the agreement and get this to be carried out preferably from other agency from open market. The difference any, will be recovered from the defaulter contractor and he also shall be black listed for a period of two years from participating in such type of tender and security deposit may also be forfeited, if so warranted.**

9. **If cleanliness is not found/observed upto the satisfaction of the Institution a penalty recovery of first instance amounting to Rs.2000/- in the second instance for Rs.4000/- thereafter penalty amount of Rs.10,000/- shall be recovered from the contract depending on the objective criteria as above.**

**10. Minimum number of trained manpower including the Supervisory staff has been mentioned in (Annexure- IV).**

11. The Department reserves the right to cancel or reject all or any of the tender with assigning any reason.
12. Any Act on the part of the Tenderer to influence anybody in the Department is liable for rejection of his tender.
13. Every employee so engaged by the contractor shall wear uniform and a badge wears his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
14. (i) 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 Department. However, the staff will definitely be available on duty from 07.00 A.M. to 04.00 P.M., 04 P.M. to 10:00 (One Hygiene Specialist) and for night duty 10 P.M. to 7 A.M. (One Hygiene Specialist) 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 for responsibility.
  - (ii) It must be ensured that all the area is cleaned daily prior to 9.00 AM positively.
  - (iii) In Operation Theatre the Sanitation Staff shall be posted round the clock in shift duties.
  - (iv) Our Institution is College as well as Hospital and several Cultural Functions Academic events are organized. The Sanitation Staff shall have to do the duties as directions of the Institution whenever required.
15. The contractor shall be responsible to provide immediate replacement to take place of all staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
16. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour) (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him. In the Department and to the Labour Department.
17. **The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. as per the provisions of Contract Labour Act 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 contribution should be deposited with the respective PF authorities within seven days of close of every month giving particulars of the employees engaged for the sanitation works. No payment shall be released till the above documents are submitted.**
18. The department 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 contractors shall not engage any sub-contractor or transfer the contract to another 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 department and department shall ensure that the contractor complies with the provisions.
21. **The Contractor will maintain a register on which day to day deployment of personal will be entered.** This will be countersigned by the Authorized Official of the department 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 duly countersigned by the concerned official of the department, regarding payment of wages as per rules and laws enforce, before receiving the 2<sup>nd</sup> payment onwards.
22. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
23. The contractor and its staff shall take proper and reasonable precautions to preserve from loss destruction, waste or misuse the areas of responsibility given to them by the department and shall not knowingly lend to any person or company any of the effects of the department under its control.



24. The contractor shall be responsible to maintain all property and equipment of the department entrusted to it. Any damage or loss caused by contractor's persons to the department in whatever shape would be recovered from the contractor.
25. 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 and image of utmost discipline. The department shall have right to have any person removed in case of patient/staff/visitor complaint or as decided by representative of the department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
26. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the department to the contractor/his representative/personnel authorized by him. No claim on whatever account shall be entertained by the department.
27. That in the event of any loss occurred to the department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the department, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Director-Principal will be final and binding on the contractor.
28. The department 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 department.
29. The contractor will deploy supervisors as per the need given by the Department. The supervisors shall be required to work as per the instructions of Department.
30. The contractor shall deploy his personnel only after obtaining the Department approval duly submitting curriculum vitae (CV) of these personnel, the Department shall be informed at least one week in advance and contractor shall be required to obtain the Department's approval for all such changes along with their CVs.
31. The contract period shall be Twenty Four months from the date of the commencement.
32. 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 Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
33. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
34. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the contractor after each and every change.
35. The contractor shall indemnify and hold the Department 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.
36. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and Delhi Works Contract Act. (Wherever applicable).
37. The contractor shall not employ any person below the age of 18 years and above the age of 50 years. Manpower so engaged shall be trained for Sanitation Services and fire fighting services before joining. In addition, Departments will also arrange training in batches by Civil Defence and Fire Services Department for deployed manpower. During this training, contractor shall have to arrange for substitute for the staff undergoing training. Smaller Departments can tie up with bigger Departments in neighbourhood for such trainings.
38. Only physically fit personnel shall be deployed for duty by the contractor.
39. The contractor shall ensure that the Sanitation Staff shall not take part in any staff union and association activities.
40. The Department shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

41. The department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
42. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender. It shall be recovered by the Department from the contractor.
43. 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 department.
44. **The contractor shall disburse the wages to its staff deployed in the Department every month preferably through ECS or by Cheque in the presence of representative of the department.**

**OBLIGATION OF THE CONTRACTOR:-**

45. 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.
46. The department 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.

**DISPUTE RESOLUTION:-**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal Secretary/ Secretary (of the Administrative Department), Government of NCT of Delhi.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

**JURISDICTION OF COURT:-**

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

**(Dr. Mahesh Verma)**  
**Director-Principal**

**ANNEXURE- I**

**UNDERTAKING TO BE SUBMITTED ALONG WITH PQ DOCUMENTS ON RS.100/-  
STAMP PAPER**

To,

Director-Principal,  
Maulana Azad Institute of Dental Sciences,  
Bahadur Shah Zafar Marg,  
MAMC Complex,  
New Delhi- 110002.

**Name of the Firm / Agency** \_\_\_\_\_

**Name of the Tender** \_\_\_\_\_ **due date:** \_\_\_\_\_

Sir,

1. This is to certify that I /we before signing this bid have carefully read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
2. I / we hereby fully agree to abide by all terms and conditions laid down in tender document.
3. I/ we abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained sanitation workers well versed in Hospital Sanitization.
5. I/ we do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency. As well as any other points considered by our Agency. Our Sanitation Service shall be covered under Fidelity Bond through Insurance Agency for minimum sum of **Rs.20,00,000/- Lac (Rupees Twenty Lac)**. The Insurance charges for Fidelity Bond shall be paid by me/us.

**(Signature of the Bidder)**

**Name and Address of the Bidder / Authorized Signatory**

**Telephone No.** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Fax No.** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**AFFIDAVIT ON CRIMINAL LIABILITY**

**CRIMINAL LIABILITY UNDERTAKING ON RS. 100/- Stamp Paper**

I \_\_\_\_\_ S/o Sh \_\_\_\_\_  
Resident of (Address) \_\_\_\_\_  
do solemnly pledge and affirm :ó

1. That I am the proprietor/Partner/Director of the M/s \_\_\_\_\_  
\_\_\_\_\_
2. That no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against the firm at the time of submission of Tender.

**Signature of the Tenderer/Manufacturer**

**Rubber Stamp of Tenderer**

**Mobile No.....**

**PAN No.....**

**e-mail .....**

**CERTIFICATE FOR SATISFACTORY WORK**  
(Experience Certificate)

(To be submitted on the letterhead of client)

This is to certify that M/s \_\_\_\_\_ has undertaken satisfactory Sanitation Housekeeping work valued at Rs. \_\_\_\_\_ during the period from \_\_\_\_\_ to \_\_\_\_\_ at our organization using Sanitation Equipments worth Rs. \_\_\_\_\_. It is further certified that M/s \_\_\_\_\_ has carried out the work satisfactorily as per the conditions stipulated in the contract.

**Date:** \_\_\_\_\_ **Signature** \_\_\_\_\_  
**Place** \_\_\_\_\_ **Name** \_\_\_\_\_  
**Designation** \_\_\_\_\_  
**Seal** \_\_\_\_\_

## ANNEXURE – IV

**TECHNICAL BID FORM**

<b>Sl.No.</b>	<b>Information to be provided</b>	<b>To be filled by the Bidder</b>	<b>Supporting Documents to be uploaded</b>	<b>Whether Document uploaded</b>
1.	Annual Turnover (Average of last three years)		Annual Return	Yes/No
2.	Manpower on roll		List of employees with ESI / EPF No.	Yes/No
3.	Experience of running Sanitation services		Experience Certificate	Yes/No
4.	Total work done during the last three years		Annual Return	Yes/No
5.	Single work done of more than 80 Lacs		Certificate from the concerned Organisation	Yes/No
6.	No. of Trained Supervisory Staff in the field of Sanitation.		List of employees with ESI / EPF No.	Yes/No
7.	Physical Demonstration		After the receipt of all the above documents the tenderer will have to undergo the physical demonstration. The date of which shall be intimated	Yes/No

**FINANCIAL BID**

<b>Tender Inviting Authority: Director - Principal, MAIDS</b>										
<b>Name of Work: Sanitation services</b>										
<b>Tender ID : 2013_MAIDS_38586</b>										
<b>Bidder Name:</b>										
<b>PRICE SCHEDULE</b>										
( This BOQ template must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bid is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and values only)										
Sl. No.	Item Description	Quantity	Units	Cost of Man power per person per month (in Rs.)	Administrative / Service Charges (in Rs.)	EPF (in Rs.)	ESI (in Rs.)	Cost of maintenance of Equipments (in Rs.)	Cost of Cleaning Material (in Rs.)	Total Amount In Rs.
1	2	3	4	5	6	7	8	9	10	11
1	Per Hygiene Specialist (Janitors)	23	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Per Hygiene Supervisor	02	Nos.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>***Total in Figures</b>										<b>0.00</b>
<b>***Total in Words</b>										<b>Rupees only</b>

**Note: - Taxes as applicable will be paid extra**

- Contractor shall provide uniformed and trained personnel and use its best endeavour provide Sanitation Services to the department for providing neat and clean environment. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act including payment of Annual Bonus, wave off replacement charges, cost of uniform of personnel deployed by the contractor kinds service charges, cost of cleaning material, cost of maintenance of equipments etc. of the agency.
- The offers/bids which are not in compliance of Minimum Wages Act and any other Labour Laws will be treated as invalid and rejected.
- The area and articles mentioned in the NIT is indicative and the actual.
- The bidders should mention the rates of the cleaning materials of ISI specifications.
- The total value of Sanitation Material used should not be less than 10% value of the raised by contractor for a particular month / period. The bidder shall submit purchase voucher for Sanitation Material procured by the bidder for use in Institute.

**AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day \_\_\_\_\_ (month) \_\_\_\_\_ (year) between the President of India through the \_\_\_\_\_ (Name and address of the Department) hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Shri \_\_\_\_\_, the authorized representative (hereinafter called the Contractor) (which expression shall unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide Mechanised Sanitation Services to the MAIDS for providing a neat and clean environment to the Department.

**NOW THIS AGREEMENT WITNESS as follows:-**

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  1. **Letter of accepting of award of contract;**
  2. **Terms and Condition;**
  3. **Notice Inviting Tender;**
  4. **Scope of Work;**
  5. **Annexure I – X**
  6. **Addendums, if any;**
  7. **Any other documents forming part of the contract.**
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Sanitation Services w.e.f. \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the work/services as per the provisions of this Agreement and the tender documents, the rates as quoted by the bidder in the said bid.



5. All future bills shall take into account, increase/decreases as per minimum wages Act announced by the Delhi Government from time to time.
6. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the time in manner prescribed by the contract.

**IN WITNESS WHEREOF the parties here to have signed the Agreement**

The day and the year first above written.

For and on behalf of the Contractor

For and behalf of the President of India

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

**By the said    By the said**

\_\_\_\_\_Name  
On behalf of the Contractor in

\_\_\_\_\_Name  
On behalf of the Employer in

**The presence of: The presence of:**

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No: \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone NO: \_\_\_\_\_

## ANNEXURE-VII

**DETAILS OF AREA TO BE CLEANED**

<b>DETAIL OF TOTAL AREA IN DIFFERENT PARTS OF MAIDS</b>				
<b>Sl. No.</b>	<b>Name of Area/Building</b>	<b>Area Covered/Unit</b>	<b>Description of Work</b>	<b>Frequency/Periodicity</b>
1.	Ground Floor	1484 Sq. Mt.	Dry & Wet Mopping,	
2.	First Floor	1437 Sq. Mt.	Scrubbing of tiles, Floors, Deep cleaning,	Twice in a Shift
3.	Second Floor	1437 Sq. Mt.		Daily
4.	Third Floor	1437 Sq. Mt.	Removal of Cobwebs Cleaning of Blinds	Weekly
5.	Fourth Floor	1070 Sq. Mt.		Weekly
6.	Fifth Floor	1033 Sq. Mt.	Removal of Dustbins Cleaning of clinicø	Daily
7.	Sixth Floor	1033 Sq. Mt.		Once a shift
8.	Seventh Floor	780 Sq. Mt.	Cleaning of Roads, Water Body	
9.	Basement	1500 Sq. Mt.		Daily/Weekly
10.	Lawns Parking Lot& other Open Area	2100 Sq. Mt.	Hi pressure cleaning	
11.	Toilets	490 Sq. Mt. (32 Nos.)		daily

**Note:**

1. The area can be physically inspected on any working day between 10.00 a.m. to 01.00 p.m. The bidder may contact officer incharge sanitation for this purpose in Room No.08, ground floor.

## ANNEXURE –VIII

<b>SI. No</b>	<b>Minor Equipments to be used by the Firm</b>
1	For Floor Care
	Twin Bucket Plastic Wringer
	F1 Dust Mops With Holders
	Mop Refills
	Mop Handles
	Nylon Brooms With Stick
	Floor Scrubbing Pads (Machine)
	SS. Scr. Pads /Steel Wool
	Dust Brushes
	S.S Scrappers
	Swabber Frame
	Swabber Refill
	Mop / Swabbers Handle
	Double Bucket Trolleys
	Extension Pole For Glass Cleaning
	Step Ladder Aluminium
	Dust Collection Unit
	Solution Pickup Unit
	External Environment Cleaner Mechanical
2	For Toilets
	Scotch Pads (1X 05) Pkt.
	Floor Rubber Squeeze
	Mop Refill
	Mop Stick Metal
	Rubber Gloves
	P1. Buckets Medium (10 Ltr.)
	Hand Brush
	Toilet Brush
3	For Window & Glass
	Glass Cloth
	Spray Bottles
	Foggy Sprayer
	Sponge Pads
	Stainless Steel Glass Scrappers
	Window Glass Cleaning
	Window Squeeze
	Window Applicator
4	For Furniture & Fixture
	Duster Cloth
	Feather Duster
5	For Carpet Care
	Dusters
	Dust Pan
	Hand Brushes
	Carpet Brushes
6	Others
	Deck Broom Nylon

	Lobby Dust Pan
	Web Brush Curved-For A/C Vents
	Web Brush Round 6For Fans
	Scrubbing Brush Metal Handle
7	Rags Minor Machines / Equipments Walk Behind Rtoad Sweeper Up Right Carpet Cleaner Commercial Wet and Dry Vacuum Cleaner Commercial dry Vacuum Cleaner Trolley Double Bucket Extension Pole Step Aluminium Ladder Any Other equipment as decided by the Institution

**ANNEXURE –IX**

**List and minimum quantity of Chemicals, Consumables-Eco Friendly & bio degradable and Cleaning Materials in nature, to be deployed per month for the contract are as follows-**

**FOR MAIDS, NEW DELHI**

**Chemical-Bio Degradable (submit MSDS sheets)**

Sl. No.	Item Description	UOM	Approximate Qty.
1	Laf (Liquid Air Freshnor)	Ltrs.	10
2	Cleans (Glass Cleaner)	Ltrs.	10
3	Tlc (Toilet Bowl Cleaner)	Ltrs.	30
4	Marboline (Multi Purpose Cleaner)	Ltrs.	50
5	Sx-1 (Metal Polish)	Ltrs.	05
6	Furniture Polish	Ltrs.	05

**Consumables-Eco Friendly**

Sl. No.	Item Description	UOM	Approximate Qty.
1	Floor Wiper Set (50cm)	Nos.	10
2	Dry Mop Set (Ezee Clean)	Nos.	10
3	Dry Mop Refill	Nos.	10
4	Wet Mop Set	Nos.	20
5	Wet Mop Refill	Nos.	10
6	Wash Room Brush (Ergo)	Nos.	10
7	Wash Room Brush	Nos.	12
8	Paint Brush	Nos.	02
9	Plastic Mug	Nos.	05
10	Plastic Bucket	Nos.	05
11	Hit Spray	Nos.	04
12	Hand Gloves	Pair	20
13	White Duster	Nos.	60
14	Red Duster	Nos.	60
15	Blue Duster	Nos.	60
16	Yellow Duster	Nos.	36
17	Feather Duster	Nos.	12
18	Plastic Hand Brush	Nos.	02
19	Carpet Brush	Nos.	02
20	Urinal Cubes	Pkt. (300 gms)	12
21	Nylon Scrubber	Nos.	24
22	Naphthalene Balls	Kg	03
23	Air Freshener	Nos.	36
24	Soft Broom	Nos.	20
25	Hard Broom	Nos.	50
26	Plastic Dust Pan	Nos.	12
27	Mopping Cloth	Nos.	60
28	Spray Bottle	Nos.	06
29	Toilet Chock up Pump	Nos.	06
30	Tissue Paper (Toilet)	Nos.	05
31	Tissue Paper (Facial)	Nos.	05
32	Wall Cleaning Brush	Nos.	02
33	Industrial floor scrubbing brush with long wooden handle 20'	Nos.	02
34	Liquid Soap Hand Wash Dispenser(Bottle With Pump)	Nos.	02
35	Bleaching Powder	Kg	05

36	Surgical Gloves	Pair	10
37	Wet Mop Stick	Nos.	06

### **Cleaning Materials.**

<b>Sl. No.</b>	<b>Item Description</b>
1	Detergents
2	Abrasives
3	Brushes / Mops / Dusters
4	Glass Wipers and Applicators
5	Plastic Buckets
6	Plastic Mug
7	Dust Pans
8	Spray Bottles
9	Rags and Scotch Pad
10	Floor Squeeze
11	Floor Wiper Set
12	Dry Mop Set
13	Dry Mop Refills
14	Wet Mop set
15	Wet mop Refills
16	White Duster
17	Red Duster
18	Blue Duster
19	Yellow Duster
20	Feather Duster
21	Carpet Brush
22	Urinal Cubes
23	Naphthalene Balls
24	Air Freshener- Odonil
25	Hit Spray- Black
26	Hard/ Soft Broom
27	Plastic Dust Pan
28	Mopping Cloth
29	Spray Bottles
30	Toilet Brush
31	Toilet Chock up Pump
32	Wall Cleaning Brush
33	Cob Web Brush
34	Handy Wiper
35	Hand Gloves
36	Face Masks

**Any bidder submitting any documents in a language other than Hindi/English should also submit a certified translated copy in Hindi/English.**

**Detail of Jobs of Sanitation Works**

The contract will include following activities/jobs:-

- a) Mechanized daily cleaning (Sweeping, washing scrubbing and swabbing) of office rooms other Medical Equipment in MAIDS.
- b) Mechanized Sweeping, washing scrubbing and swabbing etc. of the varandas, vestibules and staircases and cleaning the articles lying therein, such as spittoons fire fighting equipment, Dustbins etc.
- c) Mechanized Sweeping open spaces like road, courtyards garages etc.
- d) Cleaning open spaces like lawns etc. which are to be kept clean by picking papers-bits and by partial sweeping (may be done manually, wherever necessary).
- e) Mechanized cleaning (sweeping, washing scrubbing and swabbing etc.) of latrines, bathrooms, urinals etc. washing of Toilets should be done at regular interval of two hours during the hospital hours.
- f) Dusting and cleaning the office furniture, doors windows etc.
- g) Clearance of garbage till a designated place and clearance of Biomedical waste as per the prescribed norms.
- h) Clinical area shall be cleaned continuously during Hospital hours (Mechanized as well as manually).
- i) The sanitation agency should ensure that all the toilets are be equipped with liquid soap, tissue paper, toilet paper, Odonil and Room freshener etc.
- j) The sanitation agency should ensure that sinks, floors, blinds and other paraphernalia remain always clean and dust free. Wall Tiles fixed in varandas, rooms, toilets and other areas should be cleaned daily upto 5 feet from the floor.
- k) The carpets lying in the rooms and hanging curtains on the windows should be cleaned once in a week with vacuum cleaner/mechanized cleaning.
- l) Windowpanes in stair cases and in all rooms to be cleaned with Colin spray at least thrice in a week.
- m) Granite slabs in labs, around the sink to be sink to be cleaned once a day with Colin spray.
- n) Fixed furniture, Basement area and Examination area to be cleaned daily.
- o) The agency must ensure sufficient manpower as per the requirement stated above and must enclose the detail action plan regarding deployment of supervisory and ground level staff.
  1. That, the appropriate deployment of the manpower shall be ensured by the contractor as per the real need requirement of the premises.
  2. That, the completion timing of cleaning/sweeping shall be before 11 AM (also may vary as per the requirement of the organization as in the case of hospital etc.)
  3. That, the electricity, water etc. required for sanitary services will be provided by the deptt. but materials and minor equipment used in sanitary processes will be provided by the contractor at his own cost as mentioned in Annexure -4 & 5. The material to be used in cleaning/ sweeping should be of ISI or any international standard best available in the market.
  4. That, the premises as contained in the agreement will be cleaned twice a day or as and when required (also may vary as per the requirement of the organization as in the case of hospital etc.)
  5. That, the dusting of furniture and other equipment / appliances will be done twice a day and as and when required.

6. Those walls of the premises in agreement quoted above into 5ft. height will be cleaned twice a day and as and when required.
7. That the toilets will be cleaned every two hourly and as and when required.
8. That every worker engaged in sanitary services shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning on the same, the name and designation of the worker provided by the contractor at his own cost.
9. That the sanitation staff engaged in the sanitation activities deployed by the contractor shall be available round the clock in Operation Theatre and between 7.00 AM to 4.00 PM. (or as fixed by the Deptt.) as per the duty roster.
10. That the job related to cleaning of computer terminal carpet etc. with modern gadgets shall be done thrice a week.
11. That removal of cobwebs and cleaning of electric switchboard, tube lights etc. will be covered in the contract.
12. That sweeping of the main hall of canteen except kitchen, or hospital shall be done twice a day.
13. That wet mopping of the pantry and in the kitchen shall also be done twice a day.
14. Any other job as assigned by the Institution.