#### **Notice Inviting Quotation (E-Procurement mode)**

# INDIAN INSTITUTE OF TECHNOLOGY DELHI HAUZ KHAS, NEW DELHI-110016

Dated: - 26/10/2017

### Open Tender Notice No. IITD/WORKS(SP-1331)/2017

Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the Item	End to End Solid Waste Management services(Sanitation) including door to door collection for Flats / Residences at IIT DelhiCampus.
Earnest Money Deposit to be submitted	Rs.1,20,000/-
Performance Security	5 % of Tendered Cost

Tender Documents may be downloaded from Central Public Procurement Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission '.

Tenderers can access tender documents on the website(For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

# **Schedule**

Name of Organization	Indian Institute of Technology, Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/ Auction/Service/Buy/Empanelment/ Sell)	Service
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Housekeeping services
Source of Fund (Institute/Project)	Budget Code NPN-10
Is Multi Currency Allowed	No (INR ONLY)
Date of Issue/Publishing	26/10/2017 (15:00 Hrs)
Document Download/Sale Start Date	26/10/2017 (15:00 Hrs)
Document Download/Sale End Date	27/11/2017 (15:00 Hrs)
Date for Pre-Bid Conference	15/11/2017 (15:00 Hrs)
Venue of Pre-Bid Conference	Senate Room, IIT Delhi.
Last Date and Time for Uploading of Bids	27/11/2017 (15:00 Hrs)
Date and Time of Opening of Technical Bids	28/11/2017 (15:00 Hrs)
Tender Fee	Rs. 2,000/- (Rupees Two thousand only) to be paid online as per detail given below
EMD	Rs. 1,20,000/-(For EMD) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	120days (From the last date of opening of tender)
Address for Communication	MZ-136, IIT Delhi
Contact No.	01126591762
Email Address	a26790@admin.iitd.ac.in

Chairman Purchase Committee(Buyer Member)

#### <u>Instructions for Online Bid Submission:</u>

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (<a href="URL:http://eprocure.gov.in/eprocure/app">URL:http://eprocure.gov.in/eprocure/app</a>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

- viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **General Instructions to the Bidders**

- The tenders will be received online through portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.
  In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

# End to End Solid Waste Management (Sanitation) including door to door collection fromFlats/Residences at IIT Delhi campus.

1	NOTICE INVITING TENDERS
1.1	Indian Institute of Technology Delhi (IITD) is a Central Autonomous Organization under Ministry of Human Resource Development. The Institute Campus is located at Hauz Khas; New Delhi in a sprawling area of 312 acres. IIT Delhi incites on-line bids under two bid system for End to End Solid Waste Management (Sanitation) including door to door collection for Flats/ Residences at IIT Delhi which includes Administrative blocks, Academic blocks, Hostel buildings, Guest houses, Residential area and campus including waste collection from designated places of roads, footpaths, Green area etc. from the Specialized Agencies who has experience in this field of Solid Waste Management of Residential area / Institutional Campusfor an estimated cost of Rs. 60 lacs p.a for a period of one year but reviewable after every year on yearly basis for 2 years subject to satisfactory performance report.
2.	GENERAL INSTRUCTIONS TO BIDDERS
2.1	The bidder should inspect the site before submitting the tenders to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.
2.2	Tender documents may be downloaded from Central Public Procurement Portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . Aspiring Bidders who have not enrolled / registered in e-procurement should enroll/register before participating through the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Instructions of online Bid Submission.  Tenderer can access tender documents on the website (For searching in the NIC site, kindly go to Tender search option and type 'IIT', thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> .
2.3	Bidding documents (Technical and Financial Bids) to be submitted online via e-procurement website.
2.4	The technical bids be opened at 03:00 p.mon 27/11/2017 by the committee constituted by IIT Delhi.
2.5	The financial bids of those bidders, whose technical bids are accepted, will be opened by the committee for the purpose.
2.6	Bidder has to submit specified tender document fees/ cost along with Earnest Money Deposit.

2.7	Scanned copies of all documents should be submitted online.
2.8	A scanned copy of the authorization by the Proprietor/ Partner/ Executive Director (as the case may be) in case the Bid documents are signed and sealed by a person authorized by all the owners of the tenderer.
2.9	An undertaking on the letter head of the firm/ company to the effect that "The bidder has gone through all the terms and conditions of the tender document and the same are acceptable to be tenderer. A Scanned copy of the undertaking to be signed and stamped by authorized signatory before uploading.
2.10	Each and every document in the technical bid should be signed by the proprietor /duly authorized Partner or all the partners in case of a partnership firm or the authorized Director in case of a company, all these also need to be stamped by the seal of the agency before scanning and uploading on the e-procurement portal.
2.11	No service charge should be mentioned in technical bid otherwise the bid is liable to be rejected.
2.12	A team of officers from IIT Delhi, if required, may visit the office of bidders for establishing their credibility and verification of submitted documents.
2.13	The Institute reserves the right to reject any or all the bids without assigning any reasons, in the interest of the work. No bidder shall have any course of action or claim against IIT Delhi for rejection of his bid.
2.14	IIT Delhi reserves the right to add or delete any other building mentioned in the scope of work, if required.
2.15	Service charges quoted by the Agency shall be valid and constant during the Agency's performance of the contract and will not be subject to any variation on any account.
3	ELIGIBLE BIDDERS
3.1	All agencies that are providing similar kind of services for at least three consecutive years and having Annual average turnover of 1 Crores during the last three accounting years, are eligible to submit their bids. The Office of the bidder should be located within NCR and IIT Delhi will interact with that office only.
3.2	The Bidder have experience of having provided similar services in reputed organizations/ Institutions/ Universities, Public Sector (Central or State)/ Govt. Dept. during the last three years.
3.3	Similar works mean – Waste collection from door to door /composting of waste /generation of bio gas /disposal of segregated waste in any ef reputed organization / Institutions/ University, PSU (Central / State/ Govt. Dept.,) .
	The bidder must upload proof showing work experience certificate from Govt. / Non- Government / PSU organization etc,. They should also submit "Tax Deduction at source certificate" or other relevant documents of Govt., departments in support of their claim for having experience of stipulated value of works.

3.4	The bidder shall necessarily be legally valid entity either in the form of a Public		
	Limited / Private Limited company established under the Companies Act /		
	Registered Partnership Firm and should submit documentary evidence in respect		
	of the following. Bids from Proprietorship / Unregistered Partnership firm / JV		
	Consortium are not permitted.		
3.5	The following documents is to be uploaded by eligible bidders :-		
(i)	A copy of Memorandum & Articles of Association of the company / Certificate of		
	Registration / Partnership Deed / Valid registration certificate of NGO.		
(ii)	Copy of PAN Card / Service Tax Registration No. / GST No.		
(iii)	TIN No./ GST No.		
(iv)	EPF / ESI Registration No.		
(v)	Valid Labour License issued by Labour department and it should be in force duly		
	indicating the period of validity.		
(vi)	Should have on roll manpower of more than 30 persons and payment of wages to		
	manpower should be made through Bank Debit / cheque.		

Proposal of the bidder who do not fulfill the criteria mentioned at Sl. No. 3.1 to 3.5, who fail to submit the documentary proof, shall not be considered for further technical and financial evaluation.

**Registration:** The Bidder should be registered with the Income Tax also registered under the labour laws, Employees Provident Funds Organization, Employees State Insurance Corporation. The Bidder should also have clearance from Sales / Service Tax Department/GST and Income Tax Department, if applicable. Relevant proof in support shall be submitted/ uploaded..

- The total approximate daily waste generated in the campus is as under:-
  - . The organic waste /garbage collected daily is 2-2.5 tons
  - . The recyclable waste may be around 800kg to 1ton
  - . The Horticulture waste is 4-5 tons from across the campus.

The area under the scope of waste collection from designated place is as under

SI. No.	Building/ Blocks/ Departments	Description
1	MS Building	Floors - Ground + 7 floor
2	Administrative Block	Floors – Ground + 6 floors
3	Textile & Polymer Science & Engg.	Floors - Ground + 2 floors
4	IDDC + Central Work Shop + MDES	Floor – Grounds + 2 floors

5	Synergy Building + MDES	Floors – Ground + 2 floors
6	Block - I	Floors – Ground + 2 floors
7	Block - II	Floors – Ground + 4 floors
8	Block - III	Floors – Ground + 2 floors
9	Block - IV	Floors – Ground + 2 Floors
10	Block - V	Floors – Ground + floors
11	Block - VI	Floors – Ground + floors
12	Bharti Building	Floors – Ground + 4 Floors + 1 basement
13	Library	Floors – Ground + 2 Floors
14	IIT Hospital	Floors – Ground floor only
15	FGH	Floors – Ground + 2 floors
16	I.P 1, I.P2 &RCA	Floors – Ground + 2 floors
17	MGH	Floors – Ground + floors
18	Himandri Hostel	Floors – Basement + Ground + 6 floor
19	Kailash Hostel (Old and New Building)	Floors – Basement +Ground+3Floors
20	Nursery School	Floors – Ground floor only
22	Aravali Hostel	Floors – Ground + 3 floors
23	Jwalamukhi Hostel	Floors – Ground + 3 Floors
24	Karakoram Hostel	Floors – Ground + 3 Floors
25	Nilgiri Hostel	Floors – Ground + 3 Floors
26	Kumaon Hostel	Floors – Ground + 3 floors
27	Satpura Hostel	Floor – Basement, Ground + 6 floors
28	Shivalik Hostel	Floors – Ground + 3 floors
29	New Vindhyachal & Transport	Floor – Ground + 7 floors
30	Girnar Hostel	Floors – Basement, Ground + 6 floors
31	Nalanda Hostel	Floors – Ground + 3 Floors
32	Udagiri Hostel	Floors – Basement, Ground + 6 floors
33	Vindhyachal Hostel	Floors -Ground+3floors
34	Zanskar Hostel	Floors – Basement, Ground + 3 floors

35	Vishwakarma Bhawan	Floors – Basement, Ground + floors
36	Academic Area and Main Building Surrounded Area	Scope:-Waste collection from dustbins kept at designated locations
37	IT School	Floors – Basement, Ground + 4 floors
38	Residential Area	Total Approximate 1600 houses
	Residential Area Detail Total approximate 1600house	East Campus. Director Lodge. II A type Houses (17 Nos.) II B type Houses (17 Nos.) III A type Houses III B type houses IV A type houses IV B type houses IV C type houses D type Houses C type houses B type houses B type houses A type houses West Campus New campus 28 houses (New Campus 1to 28 duplex type houses.) New Campus Multi story( House No 29 to 76) Taxila 1st Block(H.N. 01 to 22) Taxila 2nd Block(H.N. 23 to 44) Vaishali 04-Blocks (H.N. 01 to 72) I.P. Houses( 01 to 108) Nalanda ( 127Nos.) Solar House (12Nos.) Mini Campus (25 Nos.) Karmchari Quarters (48 Nos.) Vikramshila Apartment (96 Nos)
5	TENDER DOCUMENTS CONSISTS C	<u>DF :</u>
5.1	Contents of Tender Documents	
(a)	Notice of Invitation of Tender.	
(b)	General Terms and Conditions. Annex	ure A
(e)	Acceptance Letter Annexu	ire C
(f)	Declaration Form Annexure	e D
	10	

(g)	Work experience Annexure E
(h)	Bid Submission Annexure F
(k)	List of Vehicles / T&P Deployment and Manpower Deployment Annexure G
(I)	Performa for Agreement Annexure H
(m)	Form of Bank Guarantee for Performance Security Annexure I
(n)	Penalty Clauses Annexure J
(o)	Check List of Technical Evaluation Annexure K
(p)	Undertaking by the Bidder Annexure L
(q)	Financial BidAnnexure M
5.2	The bidder is expected to examine all instructions, Forms, Terms and Conditions, Annexures to the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
5.3	The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
6	CLARIFICATION OF TENDER DOCUMENT
6.1	The bidder shall check the pages of all documents against page number given in index and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Executive Engineer (P), IIT Delhi, Hauz Khas, New Delhi.
6.2	In case the bidder has any doubt about the meaning of anything contained in the Tender document, they shall seek clarification from the Executive Engineer (P), IIT Delhi, Hauz Khas, New Delhi (a26790@admin.iitd.ac.in) not later than two weeks before submitting their bid. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification. All communication between the bidder and the Institute shall be carried out in writing.
6.3	Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Executive Engineer (P), IIT Delhi, Hauz Khas, New Delhi, (a26790@admin.iitd.ac.in) no written or oral communication, presentation or explanation by any other employee of the Institute shall be taken to bind the Institute under the contract.
6.4	Pre Bid Conference will be held on 15/11/2017 at 03:00pm in Senate Room,IIT Delhi. All prospective bidders are requested to kindly submit their queries to the address indicated at schedule or e-mail to a26790@admin.iitd.ac.in, so as to reach latest by 10/11/2017. During pre-bid meeting the answers / clarifications to the queries will be made available. No query will be entertained after the pre-bid

	meeting.	
7	PREPARATION OF BIDS	
	The bids all accompanying document shall be in English. In case any accompanying documents are in other than English, it shall be accompanied by an English translation duly authenticated and certified by the applicant. The English version shall prevail in matters of interpretation. The interpretation of any kind in respect of any of the matters relating to the document of bid shall be done by the Institute and the same shall be accepted to be final by the tenderer.	
8	DOCUMENTS COMPRISING THE BID	
8.1	Earnest Money Deposit (EMD) of Rs. 1,20,000/- (Rupees one lakh twenty thousand only) Demand Draft / Pay Order of required amount of Earnest Money issued in favour of The Registrar "Indian Institute of Technology" payable at Delhi required to be paid in the form of DD/FD of any nationalized bank.	
	Name of Party	
	Tender No	
	Earnest Money AmountIssuing BankDate	
8.2	Technical Bid (online only): The following documents scanned images (Preferably in pdf format) signed by Authorized Signatory to be uploaded with the online Technical Bid.	
	(i) All documents required as per Qualification Criteria (ii) Complete bid document as a token of acceptance of Terms & Conditions & Scope of Services etc.,	
8.3	Financial Bid (Online mode only) Financial Bid as per enclosed format in Annexure -M	
	The e-bids will be received up to 3.00pm on last date of receipt of bids, e-technical bids of bidders who have submitted the valid documents & requisite EMD will be opened on 27/11/.2017 at 3.30 p.m.	
9	BIDS PRICES	
9.1	Bidder shall quote the rates in the Performa of Financial Bid "Annexure in Indian Rupees for the entire contract. The rates quoted in financial bids would cover all the liabilities of the Agency such as cost of uniform, Bonus and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages at the time of bid submission, Service charges if any, all kinds to taxes etc.).	
9.2	Conditional bids / offers will be summarily rejected.	

10	FORM OF BID
	The Form of Bid shall be completed in all respects duly signed and stamped by an authorized/ empowered representatives of the Bidder. If the Bidder comprises a registered partnership firm / companies, Registered Companies, the Form of bid shall be signed by a duly authorized representative of such tenderer. Copies of relevant power of attorney, authorization, resolution etc., as the case may be shall be attached.
11	CURRENCIES OF BID AND PAYMENT
	The Bidder shall submit his price bid/ offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.
12	DURATION OF CONTRACT
	The contract shall be valid initially for one year, however the Institute reserves the right to curtail or to extend the validity period of contract, for further period of 02 years (on yearly basis) subject to satisfactory performance. The Institute also reserve right to curtail the validity period of the contract, if any without assigning any reason in respect thereof.
13	BID SECURITY (Earnest Money Deposit)
13.1	The contractor shall deposit Bid Security (EMD) for an amount of Rs. 1,20,000/-online payment or in the form of an Account Payee DD, Bank Guarantee of a scheduled commercial bank valid for a period of 3 months from the date of submission of tender of nationalized bank / scheduled bank in favour of Registrar, Indian Institute of Technology Delhi, New Delhi-110016 along with Tender document. The Bid Security will remain valid for period of Ninety days beyond the final bid validity period.
13.2	Any Tender not accompanied by Bid Security shall be rejected.
13.3	Bid Securities of the unsuccessful bidders will be returned to them on or before the 30 <sup>th</sup> day after the award of the contract.
13.4	Bid security of the successful bidder shall be returned on receipt of performance security by the Department and after signing the agreement as per Annexure-I.
13.5	Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender Validity.
13.6	Bid Security shall be forfeited if the successful bidder refuse or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Department.
14	SUBMISSION OF BIDS The Technical Bid should consist of the following documents:
(a)	Bid Security (EMD) for an amount of Rs. 1,20,000/-proof of the same.
(b)	Self-attested copies of proof of office address and telephone / Mobile numbers,

	whether the bidder is a sole proprietor/ registered partnership firm / company and if partnership firm, names, addresses and telephone numbers of Directors / Partners also;
(c)	Self-attested copy of PAN No. card under Income Tax Act;
(d)	Self-attested copy of Service Tax Registration Number/GST if applicable
(e)	Self-attested copy of valid Registration No. of the agency / Firm;
(f)	Self-attested copy of valid Provident Fund Registration Number;
(g)	Self-attested copy of valid ESI Registration Number;
(h)	Self-attested copy of valid License and Number under Contract Labour act and under any other Acts / Rule if applicable
(i)	Proof of Average annual turnover as stated in clause 3.1 of this document supported by duly certified Audited Balance Sheet for last 3 financial years;
(j)	Proof of experience as stated in 3.2 supported by documents from the concerned organizations;
(k)	Duly filled and signed Annexures
(I)	Each page of tender document duly signed by the tenderer.
(m)	Affidavit to the effect that Firms / Tenders is not black listed by any Govt. / PSU under takings on a non-judicial stamp paper of Rs 100/
(n)	Financial Bid should contain only Price duly filled in figures & words in the given Annexure duly signed and stamped.
(o)	The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.
15	BID OPENING AND EVALUATION
15.1	The online bid be opened by a committee duly constituted for this purpose. Online bids (complete in all respects) received along with Demand Draft of EMD (Physically) or online payment will be opened as mentioned at "Schedule" in presence of bidders' representatives if available, Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee which will decide the suitability as our specification and requirement. Subsequently, the technical bids will be evaluated and the technical qualified tenderers would be intimated about the date and time of opening of financial Bid. The financial offer / bid will be opened on-line only for which technically meets all our requirements as per the specification, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their

	company/NGOto participate in the tender opening.									
15.2		Fechnical Bids will be opened in the presensentatives who choose to attend on 27/11 <mark>/2017</mark>								
15.3	The b	ids not complied with any of the conditions will	be summarily rejected.							
15.4	Conditional bids will also be summarily rejected.									
16	TECH	INICAL BID EVALUATION CRITERIA								
16.2		cial bids of shortlisted Technically qualified bid be awarded based on lowest bidder of the finar								
16.3	The te	echnical bid evaluation shall be done based on	the following criteria :							
16.3. 1		g the technical evaluation stage each bidder sh a total of 100 marks, as per the criteria specific	•							
(i)	Numb	per of years in Operation	Max30 Marks							
	(a)	More than 3 Years but less than 5 years	5 Marks							
	(b)	More than 5 years and up to 15 years	15 Marks							
	(c)	More than 15 years and upto 20 years	30 Marks							
(ii)	Turno years	over (Average of last three accounting )	Max 30 Marks							
	(a)	More than 1 Crores and upto 2 Crores	5 Marks							
	(b)	More than 2 Crores and upto 3 Crores	10 Marks 20 Marks							
	(c)	More than 3 Crores and up to 5 Crores								
	(d)	More than 5 Crores	30 Marks							
(iii)	Feedl	back From	Max 40 Marks							
	(a)	Top Management	20 Marks							
	(b)	Officer-in-charge	20 Marks							
16.3. 3	total qualifi	der should secure mandatorily a minimum of 6 100 marks as per para 16.3.1) in Technical ed bidder for being eligible for technical weng of financial bids.	Evaluation in order to be a							
17	FINAL BIDD	NCIAL BID EVALUATION AND DETERMINA ER	TION OF THE SUCCESSFUL							
17.1	The Bidder with lowest bid price (L1) shall be assigned the work									

18	AWARD CONTRACT
18.1	The successful bidder will be informed of the acceptance of his tender. Necessary instruction 'with regard to amount; time of depositing performance security will be specified in the Letter of Offer.
18.2	The successful bidder will be required to execute a contract agreement in the form specified in "Annexure -H" within a period of 30 days from the date of issue of Letter of Offer.
18.3	The successful bidder shall be required to furnish a Performance Security" within 15 days of receipt of 'Letter of offer" for an amount of 10% of the contract value in the form of an account Payee / DD,/ Fixed Deposit Receipt from a commercial bank, or Bank Guarantee from a Commercial' Bank in an acceptable form (Annexure I) in favour of "The Registrar, Indian Institute of Technology Delhi, Hauz Khas, New Delhi-110016". The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. In case the contract period of 60 days beyond the date of completion of all contractual obligations. In case the contract period is extended further. Validity of Performance Security shall also be required to be extended by the agency accordingly.
18.4	Failure of the Successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the-annulment of the award and forfeiture of Bid Security.
19	DISQUALIFICATION
	Institute may disqualify the application(s) for the following reasons
19.1	If any one of the parameters listed in the "NIT" are not complied with.
19.2	If any of the documents sought to support the information given by tenderer is / are not enclosed / submitted.
19.3	If Bid Security and fees of tender document, not enclosed.
19.4	Furnish wrong / false information's declaration.
19.5	If tender is received after the due date and time indicated therein.
19.6	If any firm(s) attempts to influence the tender process.

- (A) Requirement of work of door to door collection of domestic waste/collection waste from all dustbins i/c surroundings of dust bin and from all hostels including disposal, segregation/composting etc. Complete along with supervisory service:
  - a. There are approx. 1600 houses, 13 hostels & Administrative and Teaching blocks and other buildings on the campus.
  - b. The Garbage collector of contractor shall collect the segregated MSW from house to house approximately 1600Nos rom all households i/c 13 hostels & Community bins double & Single bins placed at various location of campus etc on regular pre-informs timings & scheduling by using bell ringing triangle e-rickshaw/e-rickshaws as per the requirement of site.
  - c. The Garbage Collector of contractor agency shall segregate the waste into three category namely bio-degradable, non-bio-degradable & domestic hazardous waste as per MSW Rules 2016 at centralize sorting facility centre (CSFC) within the Campus at Micro-model site.
  - d. The agency will be responsible for collecting waste from the bins in academic area.
  - e. Waste collectors will also collect any paper or plastic waste lying on unpaved areas during the routine rounds. The agency will lift the Garbage including the wet left over food from the commercial establishment/eating outlets/shops.
  - f. The contactor should be able to compost the entire bio-degradable waste by using any appropriate Technologies prevalent for the purpose shall be processed, treated and disposed off through De-centralized composting or bio-methanation as per MSW Rules'2016.
  - g. The waste containing recoverable recyclable material shall be sorted & stored in the designated space. The Contractor should ensure cleanliness of the space. The recyclable material should be periodically disposed off by interfacing with appropriate agency. No extra charge on account of disposal shall be borne by IIT Delhi and credit for taking out recyclable waste should be quoted in the price bid.
  - h. The contractor will not be allowed to dump the collected waste at any place on the campus other than the designated space.
  - i. The waste material that can neither be composted nor recycled will be sent to the authorised MCD dumping ground outside the Campus. Contractor shall make all arrangements for same. All necessary permission in this regard from local bodies shall be obtained by the contractor. Nothing extra is payable on this account.
  - j. The contractor will ensure cleanliness of bins in the drop sites and also the area around it.
  - k. From time to time the contractor will also help the institute in the campaign amongst the residents to ensure that segregation of waste is done at the households.
  - I. The Micro-Model site should be kept clean and in proper condition. The site has regular local and international visitors and the contractor and his staff will take them around.
  - m. The bio-degradable waste, invariably segregated waste not containing any toxic Contaminants shall be processed by De-centralized composting machine or any other appropriate Technologies as per standard of processing & treatment of bio-degradable waste as per norms prescribed in solid waste management Rules'2016. In order to prevent pollution from compost, the standards of processing & treatment of solid waste may be complied.

#### Note:

Capex cost of composting plant capacity and bio-methanation plant including AMC will be incurred by IIT Delhi & Opex cost will be borne by the agency for plants as per agreement. A Separate Technical specification along with indicative cost of capital equipment and AMC should be submitted by bidder. This cost would not be included in financial bid.

- n. The contractor should also ensure that there is no smell or files in the compost area. The contractor will also not use any chemicals for composting.
- o. A Minimum required T&P such as Rickshaws / Vehicles for transporting of garbage is to be arranged by the contractor suggested list is given in Annexure G. The cost of all operation & equipment should be included in the tender bid & the institute shall not be liable for extra payments other than quoted.
- p. Any other duties, which may be assigned from time to time apart from the duties, mentioned above to the contractor.
- q. The agency should provide florescent jacket and identity cards to all worker engaged by the agency. The agency shall provide personal protection equipments namely, hand gloves, Gumboots, goggles & mask to all garbage collectors for handling solid waste as per MSW ( Management & Handling Rules'2016) during execution of work.
- r. Vehicle used for transportation of waste shall be covered as to prevent the foul odour, littering and unsightly conditions.
- s. It would be responsibility of contractor to arrange all permissions / approvals from all local bodies / statutory bodies & nothing extra shall be paid on account of this by the Institute.

# (B) Requirement of work of lifting and disposal of horticulture waste heaped at designated points by horticulture workers from all over the campus:-

- 1. The contractor has to lift horticulture waste every day as well as on gazetted holidays. From specified points and in front of houses as defined from time to time.
- 2. The horticulture waste is to be composted along with organic waste of the campus.
- 3. The contractor has to provide the employees with sufficient hassion cloths etc. to lift the horticulture waste on daily basis.
- 4. The contractor has to provide adequate transport with driver for day to day lifting/collection of Horticulture waste as per direction of Engineer-in-charge / Sanitary Inspector.

#### **GENERAL TERMS & CONDITIONS**

- 1. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover.
- 2. The Agency/Contractor shall provide two set of uniforms to its employees and ensure that they wear them at all times and maintain them clean. The firm's name on pocket should be inscribed.
- 3. All employees of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/Contractor at their own cost. The ID Cards will be issued by the Contractor. These will be countersigned by the IIT Delhi Security Officer.
- 4. The Contractor will be provided Name Address, Telephone No & Photographs of its employees posted at IIT Delhi to Security Officer for records.
- 5. The Agency/Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency/Contractor is found misbehaving with the supervisory staff or other staff members of the Institute the Agency/Contractor shall terminate the services of such employees forthwith at their own risk and responsibility. The Agency/Contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
- 6. The Agency/Contractor will be responsible for all the staff supplied, verification of their antecedents through Special Branch, Delhi police and a certificate to this effect be furnished by the Agency/Contractor to the Institute before deployment of the staff. The Agency/Contractor should maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
- 7. In the event of any loss being occasioned to the Institute on account of the negligence of the duty by the Agency/ Contractor's employees, the Agency/ Contractor shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation.
- 8. That no right, much less a legal right shall vest in the contractor workers to claim /have employment or otherwise seek absorption in the Institute nor the contractor workers shall have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the employees of the Institute. The workers will remain the employees of the Agency / Contractors and this should be the solely responsibility of the Agency to make it clear to their workers before deputing on work at the Institute.
- 9. The Agency / Contractor shall not appoint sub-Contractor to carry out any obligation under the contract except in case absolutely essential without the written permission of the Engineer in charge.
- 10. The contractor will take day to day instructions from the supervisory staff of the institute and shall maintain diary for the same.
- 11. If the Agency / Contractor fails to implement the schedule of services to the satisfaction of the Engineer-in-Charge (Sanitation) of the Institute on any day in any part of the said campuses, shall be penalized by imposing a fine as mentioned in Annexure J for breach of contract. The penalty shall continue for successive days till the Agency/ Contractor gets a certificate from the officer-in-charge (Sanitation) and such penalty shall be recovered from the bill of the

contractor. The decision of Engineer-in-Charge shall be final and binding of the contractor/Agency.

- The Agency / Contractor shall give the services on all days of the month including gazetted holidays i.e. round the period of contract as work specified in tender. There will no separate payment for three National Holidays i.e., Republic Day, Independence Day and Gandhi Jayanti and the same is to be included in the daily /monthly charge claim in tender by the contractor.
- 13. None of the employees of the Agency /Contractor shall enter into any kind of private work at the different campuses of the Institute during working hrs.
- 14. The employees of the contractor shall be of good character and of sound health and shall be below the age of 40 years but not below age of 18 years and no worker will be allowed to stay in the Institute Campus. The Supervisor engaged should be at least with 10+2 qualification with sufficient experience. The contractor shall require to furnish the particulars of supervisors immediately after award of the work to Engineer-In-Charge.
- 15. The Contractor shall maintain an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / observation recorded there on shall be attended to immediately.
- 16. Minimum wages shall be paid by the Agency /Contractor at the rate fixed by Delhi Govt. from time to time. Arrears, if due as a result of increase in minimum wages would be reimbursed to the Contractor on submission of proof of actual payment to the worker. In case of half yearly increase in Minimum wages /VDA by the Govt. of NCT of Delhi, the contractor will submit copy of gazette notification to the Institute and the same will be revised as the case may be
- 17. The Agency / Contractor shall abide by all laws of the land including Labour Laws, Company Act, tax deduction liabilities, Welfare measure of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein. Though any such onus shall be the exclusive responsibility of the contractor, and it shall not involve the Institute in any way whatsoever.
- 18. The Institute reserves the right to ask and require the contractor to remove any person deployed by him without assigning any reason /notice.
- 19. In case of any dereliction of duty, gross neglect an unintended damage caused by the contractor or its staff or otherwise any harm done to the Institute its properties its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on Legal / judicial proceedings as well as pay penalty which the Director may deem fit.
- 20. The duration of the contact shall be one year and further extended to 2 more years on year to year basis on satisfactory performance and can be terminated even earlier by giving notice in writing on account of any of the following reasons:
  - i) On account unsatisfactory performance.
  - ii) Breach of contract clauses.
  - iii) Persistently neglect to carry out his obligations under the contract.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of BOG, IIT Delhi shall determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge

shall be conclusive evidence) upon such determination, the earnest money deposit shall be liable to be forfeited and shall be absolutely at the disposal of the BOG, IIT Delhi. In the event of above courses being adopted by Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of having employed personnel or purchased T&P for the work.

- 21. The contractor shall in no case pay his employees less than the minimum mandatory rates per day / month as announced by Govt. of Delhi from time to time.
- 22. The contactor shall deposit an amount equivalent to one month total charges as Security Deposit (in the shape of Bank Guarantee or FDR of a Scheduled Bank) with the Institute for the entire duration of the Contract.
- 23. No employees of the contractor shall work for more than 27 days in a month. Contractor may be asked to change/ replace the workers after every six months.
- 24. The employees of contractor shall be bound to perform the assigned jobs by Engineer-in-Charge even though the same may not have been included in the Schedule of Services.
- 25. Contractor will apply to the Labour Commissioner for obtaining a Labour License as applicable and will submit a copy of license to officer-In-charge.
- 26. The contractor would sign and give an undertaking as per proforma every month for compliance of the provision of Contract Labour Act. Rule and other Law as applicable
- 27. Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Delhi Courts only and no other court shall have the jurisdiction.
- 28. A Separate challan must be submitted for the payments of ESI & EPF of its employees deployed only at the Institute.
- 29. The Contractor shall be required to work as per SOP (Standard Operating Procedure) approved by the Institute after award of work which shall require to be strictly followed.
- 30. No labour hut shall be allowed to be constructed and no labour shall be allowed to stay in IIT Delhi campus and nothing shall be paid on this account.
- 31. For ESI/EPF/ GST shall be reimbursed only on the production of documentary proof of payment to the concerned authorities/departments.
- 32.. The contractor shall keep himself fully informed of all acts and laws of the Central and State Government, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect their engaged or employed and anything related to carry out the work. All the rules & regulations & byelaws laid down by the local bodies and any other statutory bodies shall be adhered to, by the contractor, during the execution of work.
- 33. Wet waste, which mainly includes food left-over's, vegetables and fruit peels will be composted in compost will be given to IIT Resident for free to use in the premises. However excess material shall be taken out from I.I.T as per direction of Engineer-in-Charge for which no extra transportation charges shall be given to agency

- 34. Compost pit shall made by Agency at space provided by I.I.T.
- 35. Provide experienced supervisors to monitor the project.
- 36. To operate Material Recovery Facility (MRF) where waste will be brought in for hyper segregation and will be sent for recycling.
- 37. A helpline to be provided to all residents for any complaints and suggestions which is functional from Monday to Friday 10 a.m. to 6 p. m.
- 38. Agency will keep recyclable waste collected from houses, Hostels, Canteen, Academic, shops/ Market and can sell to authorize recyclers.
- 43. Ensuring recycling of waste as per latest Waste Management Rules.
- 44. Institute will spread awareness as well as frame policy that would promote segregation of waste all generators at source, agency shall implement the municipal solid waste management rule 2016 & work with institute to ensure segregation of waste at source by the generators as prescribe in these rules, facilated collection of segregated waste in separate streams, hand over recyclable material to either the authorised waste pickers or the authorised recyclers. The Bio- degradable waste shall be processed treated and disposed of through composting or bio mechanization within the premises as far as possible. The residual waste shall be given to the waste collectors or agency as directed by the local body.

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45. An Quantity of compost required by horticulture unit from time to time shall be provided free of cost by the agency. The excess compost would be at the disposal of the agency and IIT would not bear any expenses in its disposal.

# **ACCEPTANCE CERTIFICATE**

I	Designation	(Name of the
Company		-
	hereby accept the terms and conditions	s given on page No. 1 to 39
along with Annexure A to L.		
	For M/s	
I have also enclosed all releve pages.	ant documents in support of my claims,	(as above) in the following
		Signature of Bidder
	Name:	
	Designation: _	
	Organization Name:	
	Contact No. :	

# << Organization Letter Head >>

#### **DECLARATION SHEET**

We, h	ereby certify that all the information and data
furnished by our organization with regard to this tender s	specification are true and complete to the best
of our knowledge. I have gone through the specification	on, conditions and stipulations in details and
agree to comply with the requirements and intent of spe-	cification.
This is certified that our organization has been authorize	ed (Copy attached) by the OEM to participate
in Tender.We further certified that our organization me	ets all the conditions of eligibility criteria laid
down in this tender document. Moreover, OEM has	agreed to support on regular basis with
technology / product updates and extend support for the	warranty.
The prices quoted in the financial bids are subsidized du	e to academic discount given to IIT Delhi.
	T
We, further specifically certify that our organization has	NAME & ADDRESS OF
not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public	the Vendor/ Manufacturer / Agent
Sector Undertaking in the last three years.	
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
TIN/GST Number	
7 PAN Number	
In case of on-line payment of Tender Fees)	
3 UTR No. (For Tender Fee)	
In case of on-line payment of EMD)	
UTR No. (For EMD)	
10 Kindly provide bank details of the bidder in the	
following format:	
a) Name of the Bank	
o) Account Number	
c) Kindly attach scanned copy of one Cheque book	
page to enable us to return the EMD to unsuccessful bidder	
	(Signature of the Tenderer)
	Laurianne of the Tenderen

**Seal of the Company** 

Name:

# List of Govt. Organization/Dept.

Name of the organization	Name of Contact Person	Contact No.		
	t / Service Engineer who have t			
andle and support the quoted	I product during the warranty peri	od.		
andle and support the quoted				
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andle and support the quoted	I product during the warranty peri	od.		
andle and support the quoted	Name of Contact Person	Contact No.		
andle and support the quoted	Name of Contact Person  Name: Designatio	Contact No.		
	Name of Contact Person  Name: Designatio Organization Name: _	Contact No.		

# **Bid Submission(Online)**

#### Annexure -F

# **Online Bid Submission:**

The Online bids (complete in all respects) must be uploaded online in**two** Envelopes as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)									
SI. No.	Documents	Content	File Types						
1.		Compliance Sheet as per Annexure – I.	.PDF						
2.		Organization Declaration Sheet as per <b>Annexure -D.</b>	.PDF						
3.	Technical Bid	List of organizations/ clients where the Waste management Services have been provided along with their contact number(s). <b>Annexure-E.</b>	.PDF						
4.	Bid	Technical supporting documents in support of all claims made at <b>Annexure-K</b> .	PDF						

# Envelope – 2

SI. No.	Document	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	PDF

### **SUGGESTED VEHICLES DEVELOPMENT**

SI.No <u>.</u>	EQUIPMENT / VEHICLES	QUANTITY
1	Garbage Rickshaw covered	2 Nos.
2	Wheel Barrows Bigger size	2 Nos.
3	Tempo/Tata 407 with driver with license covered for collection for Solid waste	1 No.
4	Tractor with Trolley with driver for collection of horticulture-waste	1 No.
5	e-Rickshaws/Auto tipper with driver for collection of segregated waste from door to door (preferable battery/CNG fuels)* The garbage collector should collect segregated waste from door to door & not to put in nearby dustbins, Instead of that they should bring the waste to micro model/CSFCdirectly for further segregation	3 No.

# MINIMUM SUGGESTED MANPOWER REQUIREMENT

Minimum Personal Deployment for the work: Single Shift of 8 Hours.								
Area	Male Janitors	Supervisor + machine operator	Facility Manager					
IIT CAMPUS	20	1+2	1					

#### PROFORMA FOR AGREEMENT

This agreement made at New Delhi this .........of, 2017 between Indian Institute of Technology, Hauz Khas, New Delhi – 110 016 on the one part represented by its Registrar hereinafter called as the Institute.

#### **AND**

M/s.....,hereinafter called as the "Tenderer" on the other part which expression shall wherever the context so admits, including its Directors, Partners, Successors, Legal representatives and permitted assignees.

## **General Terms and Conditions of the Contract:**

- 1. Awarding of the work of Waste management Services shall not be construed or interpreted as creation of any agency or partnership between the Institute and *Mls.* \_\_\_\_\_ or relationship being or deemed, as created between the Institute and any employee/staff of *Mls.* The relationship between *Mls.* and the Institute shall be expressly and completely as per the terms and conditions and is not open to any further or other construction or interpretation.
- 2.1 Any action required or permitted to be taken and any document required or permitted to be executed under this agreement by the Institute or *Mls.*, as the case may be, may be taken or executed by the officials specified in this agreement.
- 2.2 If the Officer-in-charge finds that the performance of *MIs* is unsatisfactory, a notice shall be given to improve the performance and If Officer-in-charge is not satisfied with the clarification/reply of tenderer, a penalty for the first default @ 2% of the monthly bill and for second default @ 4%. of the monthly bill and lastly for third default @ 8% of the monthly bill shall be leviable and recovered. After the third default, if the tenderer commits further default, INSTITUTE will have the right to terminate the contract without any further notice. However, the tenderer shall continue to provide the services as required in the contract for further 90 days or till new tender is awarded, whichever is later.

Indian Institute of Technology Hauz Khas, New Delhi – 110 016 Tel.:
Fax:
M/s may designate one of its employees as Representative. Unless otherwise notified the M/s Representative shall be:
Shri
M/s
Address Tel Fax
3. It will be the sole duty of M/s to deploy its own personnel of its own choice for the performance of this contract. The personnel engaged by M/sfor Waste management Services will work under its control, supervision and administration. M/sshall provide all items and equipment, proper uniform including Identity Cards etc. ensure their physical hygiene at its own cost.
4. M/sshall be employer of all its employees/staff deputed by it for the purpose of Waste management Services and shall be liable entirely of the exclusion of anyone else, for the payment of wages as also the observance of all statutory requirements including the deposit of EPF, ESI, contribution and Service Tax, etc. and/or filing of return. M/sshall indemnify the Institute for all or any liability, proceedings, action etc. which it may arise on this account. M/sshall also indemnify the Institute against any compensation/claim and damages etc. due to accident or injury to its manpower or death due to accident or otherwise, which may occur during the discharge of their duties within the premises or any other place outside the premises. The Institute would not be liable to pay any damages or compensation to such manpower or to third party.
5. The deployed manpower will contribute towards any exigencies as required by the Institute, irrespective of the scope defined.
6. The M/s Representative shall be available at all time to attend to any complaint received or as pointed out by the Institute. The Waste management Services Manpower shall not directly or indirectly, conduct, indulge in or undertake any other work for reward or otherwise in the premises of the Institute. Any person, staff or personnel of M/sfound to be absent from his duty, neglecting the duty assigned, displaying improper demeanor" found indulging in behavior or conduct

2.3 The Institute may from time to time designate one of its officials as the Institute representative.

Unless otherwise notified the Institute Representative shall be :

behavior, conduct of such person shall be termed as breach of contract.

which is not appropriate, unruly or improper or is found not in proper uniform, the such incident,

- 7. M/s .....responsible to maintain the discipline amongst its own personnel. In case of any misbehavior or misconduct by the personnel engaged, *M*/s shall take adequate action against such personnel including forthwith replacing such personnel upon oral or written request.
- 8. M/s shall deposit Rs....... (Rupees...........only) by way of security deposit bank guarantee, in the name of Secretary, INSTITUTE, New Delhi as Security for the due performance of theagreement as per **Annexure I** hereto. The Institute shall have a right to forfeit the security deposit or encash the bank guarantee as the case may be in the event of any breach or default of any of the terms and conditions of the contract and if at any time during the period of contract, the services of M/s with regard to men and material are found unsatisfactory, the contract shall be liable to the terminated without giving any notice and the conservancy/housekeeping service/security service will be carried on through any other agency at the risk and cost of *M*/s till regular alternative arrangements are made.
- 10. M/sWill raise its billalongwith the copies of EPF, ESI and Service tax challan of the previous month remitted to the appropriate authorities, in the first week of every month for the payment of previous month and the Institute will make the payment within a reasonable time. Noadvance payment will be made. Payment will be made on monthly basis after satisfactory completion of work. If bill is not supported by the copies of challan, payment will not be made and *M/s* will be liable for the consequences thereof. I"
- 11. The Income-tax as applicable shallbe 'deducted from the bills and necessary TDS Certificate will be issued for such tax deducted,
- 12 Any terms and conditions of the contract may be amended/revoked with the mutual consent of both the parties at any time during the period of this contract.
- 13. The contract can be terminated by the Institute on any of the following contingencies
  - (a) On expiry of the contract period.
  - (b) By giving one month advance notice by Institute on account of:
    - i. Losses suffered due to lapse of security
    - ii. For committing breach by M/s of any of the terms and conditions of the contract.
    - iii. On assigning the contract or any part thereof or any benefit or interest therein or there under by the tenderer for submitting whole or part of the contract to any third person.
    - iv. Violations of any provision of applicable law.
    - v. The tenderer is declared insolvent by the competent court of law.

vi. If the Institute feels that continuation of contract detrimental to the Institute's interest.	personnel engaged by the tenderer is
vii. In the event of closing down / winding up of Institute	Э.
14. This Agreement along with annexures constitutes a conterms and conditions of this Agreement between the planendment or Page ofmodification her such modification or amendment is agreed to in writing by persons especially empowered in this behalf of the respective	parties on the subject hereof, and no reto shall be valid and effective unless y the parties and duly executed by the
15. All matters related to the interpretation of the contract Institute of Technology, Hauz Khas, New Delhi and M/s	<del>-</del>
16. This contract shall come into force with effect from and so completion of the period as mentioned and after it will autor and until the same is renewed for a further period as requitive parties hereto have set and subscribe their respective rand conditions of the Agreement written hereinabove hereinabove.	matically expire w.e.f unless red by the Institute. In Witness whereof names signatures and seal to the terms
For Indian Institute of Technology Delhi	For
Authorized Signatory	Authorized Signatory
1. Witness	
2. Witness	

# PERFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY PERFORMANCE GUARANTEE Ref. ..... No...... Bank Guarantee No..... Dated..... To, The Registrar Indian Institute of Technology Delhi Hauz Khas, New Delhi - 110 016 Dear Sir, 1. In consideration of Indian Institute of Technology Delhi, New Delhi - 110 016 having entered into a contract No......... dated...... (hereinafter called the contract which expression shall include all the amendments thereto) with MIs...... having its registered/head office at ...... (hereinafter referred to as the BIDDER) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and INSTITUTE a performance guarantee for Indian Rupee....... for the faithful performance of the entire Contract. 2. We (name of the bank)......having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of India Rs.....(in figures.....).(Indian Rupees (in words) ......without any demur reservation, contest or protest and/or without any reference to the Bidder. Any such demand made by INSTITUTE New Delhi on the Bank by serving a written notice shall be conclusive and bidding without any proof, on the bank as regards the amount due and payable; notwithstanding any dispute(s) pending before any court, Tribunal,

3. The bank also agrees that INSTITUTE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantee that INSTITUTE may have in relation to the Bidder's liabilities.

Arbitrator or any other authority and/or other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by INSTITUTE in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding, up, dissolution or insolvency of the Bidder and shall be remain valid, binding and operative against the

4. The Bank further agrees that INSTITUTE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time exercise of any of the powers vested in INSTITUTE against the said bidder and to forbear or enforce any of the terms and conditions relating to the said

bank.

agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Bidder's or for any forbearance, act or omission on the part of INSTITUTE or any indulgence by INSTITUTE to the said Bidder or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 5. This Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of INSTITUTE under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till INSTITUTE discharges this guarantee in writing, whichever is earlier.
- 6. The guarantee shall not be discharged by any change in our constitution, in the constitution of INSTITUTE or that of the Bidder.
- 7. We ...... (indicate the name of the Bank......) lastly undertake not to revoke this guarantee except with the previous consent of INSTITUTE in writing.
- 8. The bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 9. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase Contract has been .placed.
- 10. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (In figures) (Indian Rupees in words only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us said date, the rights of INSTITUTE, under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the right of INSTITUTE under his Guarantee shall be valid and shall not cease until we have satisfied that Claim.

In witness w	hereof, tl	he Bank	through	its auth	orized	officer	has	set its	hand	and	stamp	on t	this
 day of 2017	at												

(Signature) Full Name, designation, and address of bank (in legible letters) with stamps

Attorney as per power of Attorney No.

Dated.....

Witness: 1 Witness: 2

Signature Signature

Full name and address Full name and address

Note: Date of validity should be scheduled date of Completion plus six months.

# Penalty / Compensation for breach of contract:

S.No.	Fault	Fine		
1.	Dustbin (no emptied or left over outside)	Rs.100 per dustbin.		
2.	Non-provision of Vehicles like Tempo 407, Tractor with trolley	Rs.2.500 (per vehicle)/day.		
3.	If segregation of waste is not done	Rs 500 per day.		
4.	Non-provision of wheel barrow, rickshaw and hand carts or other T&P	Rs.200 per day for each equipment.		
5	Non collection of waste from door to door	Rs 15 per day per house.		
6.	Not wearing proper uniform by their workers	Rs 50 per person per day.		

# INDIAN INSTITUTE OF TECHNOLOGY DLEHI

### **Checklist for Technical Evaluation:**

SI. No.	Information to be provided	To be filled by the Bidder	For Office Use
1.	Annual Turnover (in Lakhs)		
2.	Manpower on roll		
3.	Experience of running Waste management Services (in years)		
4.	Volume of work done during last three financial years as specified in clause 3.1 of NIT (in years).		
5.	Value of work done during last three financial years as specified in clause 3.1 & 3.2 of the NIT.		
6.	No. of Trained Supervisory staff in the field of Hygiene/ Waste management Services.		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

# (ON A STAMP PAPER OF RS .100/-) UNDERTAKING

To,

The Registrar		
Indian Institute of Technology		
Hauz Khas,		
New Delhi - 110 016		

Name of the firm/Agency	cy	
Name of the tender	Due date:	

Sir,

- 1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutoryprovisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
- 4. I/We shall provide trained Waste management Service workers.
- 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 point considered by our Agency. Our Waste management Servicesshall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. ...... (Rupees in words............). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No.

Financial Bid / Price Bid								
S.	Description of Items.	Qty.	Unit	Rate in Rs.		_ <u></u>		
No.				In figure	In words	Amount in Rs.		
1	Consolidated rate for collection of waste from door to door from approximate 1600 Nos houses and from all dust bins kept at different locations across the campus, Including required T&P safety and protective gears, minimum Man power as per Annexure G. Segregation of waste, composting of waste, disposal of waste if required as per details mentioned in the tender	12	Jobs per month					
2	Credit for material the amount received from sale of recyclable waste like paper, plastic, rubber steel and other scrap materials to an authorized agency.	12	Jobs per month					
3	Providing Trucks with driver for disposal of Garbage minimum capacity of 400 cft. from IIT campus to MCD dumping ground including all T&P required for loading and unloading of garbage (only if required)	Quoe Rate only	Per trip					
					Total			

Note:-Net amount shall be paid after deduction of amount quoted for item no 2 (credit forrecyclable material)

Note:-For ESI/EPF/ GST shall be reimbursed only on the production of documentary proof of payment to the concerned authorities/departments