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TENDER DOCUMENT

FOR

**PROVIDING HOUSEKEEPING,
SWEEPING, CLEANING,
SCAVENGING, DUSTING AND RELATED
SERVICES**

AT

PUNJAB TECHNICAL UNIVERSITY CAMPUS

&

PIT CAMPUS, KAPURTHALA

TECHNICAL BID

PART - I

2013

PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY
PUNJAB

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PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY
(PUNJAB)
(Established By Punjab Government)

NOTICE INVITING TENDER

- 1.0 Sealed tenders are invited from reputed agencies under 'Two Packet System' (Technical Bid – Un priced & Financial Bid – Priced) on behalf of Punjab Technical University hereinafter referred as PTU for the following services at PTU campus & PIT campus at Jalandhar-Kapurthala Highway, Punjab:-

S. No.	Name of Work	Approx. cost of works	Earnest Money	Period of Service
1.	Providing Housekeeping, sweeping, cleaning, scavenging, dusting and related works at PTU campus at Jalandhar-Kapurthala Highway, Punjab.	Rs. 70.00 Lac	Rs. 1,75,000/-	36 Months*

***Initially the work will be awarded for one year and will be extended for further two years after reviewing the performance.**

- 2.0 Tender document can be downloaded from PTU's website www.ptu.ac.in and the bidder shall deposit demand draft of Rs 1000/- (One thousand only) issued in favour of 'The Registrar, Punjab Technical University' payable at Jalandhar, towards the cost of tender documents alongwith submission of the tender, failing which his tender shall not be opened. The bidders are advised not to make any corrections, additions, alterations in the downloaded tender documents. In case, any corrections, additions, alterations are made in the downloaded tender documents, such tender shall not be considered.
- 3.0 The Earnest Money for an amount as specified above shall be deposited in the form of demand draft/pay order drawn in favour of 'The Registrar, Punjab Technical University' payable at Jalandhar.
- 4.0 Eligibility Criteria:**
- Eligibility Criteria of the bidders shall be assessed based upon the "Qualifying Criteria" forming part of the tender documents.
- 5.0 PTU may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on PTU's website atleast three days in advance of date fixed for opening of tender. The

bidders who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, alongwith the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected.

- 6.0 The tender documents shall be submitted in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid". Bill of Quantities with rates duly filled in are to be submitted in "Financial Bid".
- 7.0 Completed tender documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work. These two sealed envelopes and the envelop (super-scribing "Earnest Money and cost of tender documents for the work" containing the Earnest Money and cost of tender documents) in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above (alongwith date and time of opening of tenders) and should be deposited in the tender box at the following address:

THE REGISTRAR,
 PUNJAB TECHNICAL UNIVERSITY
 JALANDHAR-KAPURTHALA HIGHWAY
 PUNJAB

before **12:00** hours of 26.08.2013. Tenders (Technical Bids only) shall be opened at **12:30** hours on the same day in the presence of the tenderers or their authorised representatives intending to attend the opening. After evaluation of the technical bids, the financial bids of only those agencies who fulfill the eligibility criteria specified in the tender documents shall also be opened on the same day. The decision of PTU regarding evaluation/fulfillment of eligibility criteria shall be final and binding. Any tender received later than the time and date of opening of Technical bids shall be rejected and returned to the tenderer unopened.

- 8.0 In case, the date of submission/opening of tenders happens to be holiday, the tenders shall be received/opened on the next working day.
- 9.0 Tender shall be submitted as per "Instructions For Filling the Tenders" forming a part of the tender document.
- 10.0 Any tender received without Earnest Money & the cost of tender document in the form as specified in tender documents shall not be considered and shall be summarily rejected.

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- 11.0 PTU reserves the right to cancel the tenders or postpone the tender and to accept/reject any or all tenders without assigning any reasons thereof.
 - 12.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of PTU in this regard shall be final and binding.
 - 13.0 The validity of the offer shall be 90 days after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender which are not acceptable to PTU or does not start the work within stipulated period from the date of issue of letter of acceptance, then PTU shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited by the bidder. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
 - 14.0 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from PTU's website.

Registrar
Punjab Technical University



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ELIGIBILITY CRITERIA:

The bidders fulfilling all the following shall be considered as qualified for opening of financial bids:

1. The bidders should be legally constituted Proprietary firm, Partnership firm, limited/Pvt. limited company or corporate body – enclose self attested copies.
2. The bidders should have valid on the date of submission of tenders licenses & registrations required as per law for providing housekeeping and general services – enclose self attested copies.
3. The bidders should have experience of providing housekeeping and general services for three years ending **31 Mar 2013**. Enclose copies of the completion certificates issued by Client.
4. Average financial turnover for the last three years ending **31 Mar 2013** should be at least Rs. 30 lakhs, including Rs. 20 lakhs turnover from house keeping and related services – enclose Audited balance sheet, profit and loss statement or certificate issued by a Chartered Accountant.
5. There should not be any case pending with the police against the Proprietor/Firm/Partner of the company – enclose undertaking in this regard.
6. The bidders should have the following registrations :-
 - i. Provident Fund Registration
 - ii. ESI Registration
 - iii. Service Tax Registration covering housekeeping and cleaning services
 - iv. Valid license issued by Regional Labour Commissioner.

Enclose self attested copies.

7. Valid PAN in the name of the bidder.

Enclose self attested copies.

8. The bidder should not be blacklisted by any Govt./Semi Govt./Autonomous body and should not be a defaulter of EPF/ESI/Service Tax/Govt. Authorities – enclose affidavit in this regard.



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INSTRUCTIONS FOR FILLING THE TENDER

1. The following documents will complete a set of tender documents :-

Part I (Technical bid):

- Notice Inviting Tender
- Instructions for filling the tender
- Conditions to the contract

Part II (Financial bid):

- Price Bid

The tender documents shall form part of the agreement.

2. A bidder in the capacity of Individual or Sole Proprietor, Partnership firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with photocopy copy of the Power of Attorney duly attested by Notary Public. However, original power of attorney shall be presented for scrutiny as and when required by the employer.
3. The work is proposed to be executed under the following relationship.
- | | |
|---|---|
| a) Client/Employer | Punjab Technical University,
Jalandhar-Kapurthala Road,
Punjab. |
| b) Officer/Officer
In Charge | Officer authorized by Client/ Employer to
act on his behalf for the purpose of
operating this contract. |
| b) Contractor | The successful tenderer to whom the work
is awarded shall become the contractor for
the execution of this work. |
4. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “tenderer”), “bid/tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
5. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.

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6. A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.
 7. The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
 8. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.
 9. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
 10. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
 11. At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.
 12. The bid prepared by the bidder and all documents related to the bid shall be written in English.
 13. All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.
 14. While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

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15. The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.
 16. The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents. If the tenderer has any observations or he intends to stipulate some deviations to the tender conditions the same may be indicated in his forwarding letter along with the tender. It may be noted that the cost of deviation(s) shall be added to the quoted cost for the purpose of evaluation of the bid.
 17. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.
 18. The Earnest Money of the unsuccessful tenderers shall be discharged and returned within seven days from the date of issue of Letter of Acceptance. The Earnest Money Deposit of the successful tenderer shall be retained towards retention money if any and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 19. The tender shall remain valid for the period of 90 days, as indicated in "Notice Inviting Tender" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected. Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.
 20. The tender duly filled must be received by Employer at the addresses specified not later than the date and time mentioned in the "Notice Inviting Tender". A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected. Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding. Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.
 21. The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in Notice Inviting Tender and the following :-
 - a) Forwarding letter (if any) of the tenderer alongwith tender Document.
 - b) Documents as per checklist (given in the Annexure).

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- c) Earnest Money Deposit & cost of tender document.
 - d) The Bill of Quantities with prices quoted.
22. Tenders will be opened at the addresses mentioned in "Notice Inviting Tender" in presence of tenderers or authorised representatives of tenderers who wish to attend the opening of tenders. Tenderers or their authorised representatives who are present shall sign register in evidence of their attendance. Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.
23. To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.
24. The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
25. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
26. Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by the Employer.

- 27. In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
- 28. Tenders, bids, which are determined as substantially responsive, shall be evaluated. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.
- 29. The Employer/Officer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him. The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents. If the tenderer has any observations or he intends to stipulate some deviations to the tender conditions the same may be indicated in his forwarding letter along with the tender. It may be noted that the cost of deviation(s) shall be added to the quoted cost for the purpose of evaluation of the bid.
- 30. No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.
- 31. Employer/Officer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 32. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Officer shall deem such tender as invalid.
- 33. Employer/Officer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

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ANNEXURE

CHECK LIST FOR

LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

- 1.0 Documents as indicated in the Eligibility Criteria.
- 2.0 Earnest Money Deposit of requisite amount in prescribed mode as per NIT.
- 3.0 Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
- 4.0 Demand Draft / Pay Order towards the cost of tender documents in case tender documents are downloaded from Ircon's web site.
- 5.0 Complete Tender Document (Packet-I) duly stamped and signed by the bidders on each page.
- 6.0 Financial Bid (Packet-II) with rates duly filled in, stamped and signed on each page by the bidders.
- 7.0 Corrigendum (s), if any, duly stamped and signed by the bidders on each page.

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CONDITIONS OF CONTRACT

1.0 DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **"Client or Principal Employer or Employer or Owner"** means the Punjab Technical University, Jalandhar-Kapurthala Road, Punjab.
- b) **"The Vice Chancellor (VC)"** means the Vice Chancellor of Punjab Technical University.
- c) **"The Registrar"** means the Registrar of Punjab Technical University.
- d) **"Officer or Officer in Charge"** means the person/Agency appointed by Punjab Technical University for operation of this contract.
- e) **"Officer's Representative"** means any official nominated from time to time by the Officer to act on his behalf.
- f) **"Contractor"** means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Officer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- g) **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Officer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- h) **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- i) **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Officer other than the Contractor.
- j) **"Tenderer or Bidder"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.

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- k) "**Scheduled Bank**" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- l) "**Contract**" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the Conditions of Contract, Instructions to the Tenderers and other Tender Documents.
- m) "**Tender or Bid**" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- n) "**Specifications**" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Officer.
- o) "**Drawings**" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Officer.
- p) "**Bill of Quantities (BOQ)**" means list of items of work, their quantities and rates.
- q) "**Original Contract Value**" means the sum stated in the letter of Acceptance/Contract Agreement.
- r) "**Contract Value**" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- s) "**Site**" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Officer for the purpose of the Contract.
- t) "**Material/s**" means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- u) "**Test**" means such tests as prescribed in the Contract or by the Officer or Officer's Representatives, whether performed by the Contractor or by the Officer or his Representative, or any agency approved by the Officer.
- v) "**Approval or Approved**" means approval in writing including subsequent written confirmation of previous verbal approval.
- w) "**Letter of Acceptance**" means the letter from the Employer or the Officer to the Contractor, conveying acceptance of the Tender.
- x) "**Month**" means the Gregorian calendar month.

- y) **"Day"** means the calendar day.
- z) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- z-i) **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- z-ii) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.

2.0 HEADING AND MARGINAL NOTES

2.1 The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

2.2 Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

3.0 SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

4.0 COMMUNICATION AND LANGUAGE OF CONTRACT

4.1 Communication to be in writing

All notices, communications, references and complaints by either party to the Contract shall be in writing in English, Punjabi or Hindi. Communication from only authorized representative of the Contractor shall be entertained.

4.2 Language of Contract

The Contract document shall be drawn up in English.

5.0 LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the laws in force in India.

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