

॥ सा विद्या या विमुक्तये ॥ ಭಾರತೀಯ ತಂತ್ರಜ್ಞಾನ ಸಂಸ್ಥೆ ಧಾರವಾಡ भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 839

TENDER FOR PROVIDING GARBAGE DISPOSAL SERVICE AT IIT DHARWAD

Tender No.: IITDH/C&S/2021-22/GDS/03

Notice Inviting Tender (NIT)

| 1 | Date of Tender Publishing on website | 18.08.2021 |
|---|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | Site visit at IIT Dharwad(optional) | During office hours between 0930 – 1700 hrs up to 27 Aug 21 |
| 3 | Last Date and Time for Submission of Tender | 13 Sep 2021 at 1100 hrs (No late bid will be accepted) |
| 4 | Opening of Techno-commercial Bid | 13 Sep 2021 at 1130 hrs |
| 5 | Address for submission of bid documents | The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011 |
| 6 | Venue for opening of Bids | Same as above |
| 7 | Duration of Contract | Initially 01 year from the date of issue of work-order (Subject to further extension as per tender terms) |
| 8 | EMD | EMD will not be charged however if the bidders withdraw or modify their bids during period of validity, they will be suspended for participating in any of the IIT Dharwad requirement (including this requirement) for 05 years. |

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

Sd/-Assistant Registrar (C&S) IIT Dharwad

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

- 1. IIT Dharwad invites Tender Enquiry under single bid system for providing garbage disposal service at IIT Dharwad. Bids along-with supporting documents in hard copy shall be received as per NIT in sealed envelopes.
- 2. All the pages of this tender document (including commercial bid format) along with necessary supporting documents (as applicable) will form the techno-commercial bid. These pages should be duly filled and should be sealed in the envelope super scribing 'Techno-commercial Bid for providing garbage disposal service at IIT Dharwad'. Each page of the bid document shall be signed by the bidder.
- 3. The techno-commercial bids shall be opened as per schedule placed at NIT. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
- 4. The tender **for providing garbage disposal service at IIT Dharwad** shall <u>initially be</u> awarded for a period of one year from date of award of contract. However, the tender may further be extended for a period of two more years (on year to year basis) on mutual agreement subject to providing of satisfactory services of the firm to IIT <u>Dharwad</u>. It may also be noted that the rates quoted by the firm, terms & conditions of the tender document shall remain unchanged during the currency of contract.
- 5. For any query/clarification please contact Assistant Registrar (C&S) IIT Dharwad during working hrs on phone no 0836-2212-823 or all time on arcs@iitdh.ac.in. Interested bidders are invited for <u>site visit</u> during all working hours between 0930 hrs to 1700 hrs as per schedule placed at NIT.
- 6. The detail of information to be provided along-with bid, penalties, and other instructions are also appended at **Appendix 'A' 'C'** to this document.

SCOPE OF WORK

Detail of providing garbage disposal service at IIT Dharwad is as mentioned below: -

1. General Overview of the service: -

IIT DHARWAD currently operates from about 135 acres WALMI (Water And Land Management Institute) Campus with various facilities spread across a large area. This tender document provides for requirement of **garbage disposal service at IIT Dharwad** to the entire satisfaction of the user and Institute authorities which shall include the following: -

- (a) Collection and disposal of Garbage Waste generated every day from designated places at IIT Dharwad as per this Scope of work and Terms & Conditions of Tender.
- (b) The timings of the garbage collection will be as following: -

| Ser No | Morning timings | Evening timings |
|--------|----------------------|----------------------|
| (i) | 0700 hrs to 1300 hrs | 1400 hrs to 2000 hrs |

- (c) **Engagement of required staff** shall be done by the Contractor in consultation of the institute authorities for their suitability. It is essential for the deployed staff to be of legal age, suitably trained, and experienced.
- (d) The Contractor will make all necessary arrangements for **neat**, **clean and organizational outlook** of all its workers befitting stature of IIT Dharwad.
- (e) The Contractor will make all necessary arrangements for accommodation and transportation of all manpower deployed by him. Institute will have no obligation in this regard.
- (f) The Contractor will ensure absolute **hygiene and cleanliness** of the IIT campus, compound and surroundings with proper waste disposal in harmony with Municipal system.
- (g) The Contractor will be solely responsible for the general discipline and conduct of his staff at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Contractor as deemed fit by the Institute.
- (h) The Contractor will be required to provide a security deposit of Rs. Five thousand only (Rs 5,000/-) at the time of award of work. The security deposit should be in form of an interest free DD or bankers cheque issued from a scheduled/ nationalized bank in favour of Registrar, IIT Dharwad payable at Dharwad / Hubbali, which will be returned after completion of the contract, and will be held against penalties and violations of terms and conditions.
- (i) The contract will have an option to extend the contract with the same terms & conditions of the present contract for a period of one year on acceptance of the Contractor. It will be entirely the discretion of the Institute to exercise this option or not.
- (j) Any damage to the Institute Infrastructure by the Contractor team or caused due to their neglect will be repaired or replaced at Contractors' cost.
- (k) IIT Dharwad is a total alcohol and tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming alcohol or tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalty.

- (I) The staff should be able to speak any two languages out of Kannada, Hindi and English fluently.
- (m) The rates quoted by the qualified tenderer shall remain fixed throughout the contractual period and no price escalation will be made for whatsoever reason.
- (n) Collection of waste from the designated places by engaging auto trolleys / tractor-trollies / dump trucks etc. suitably designed for garbage collection.
- (o) Removal of dead animals from the IITDH campus when reported by the institute authorities shall also be carried out by the contractor and dispose-off suitably.
- (p) Garbage/waste should never be burnt in the Campus.
- (q) The contractor shall be required to ensure efficient waste management system complying with environmental laws.
- (r) IIT Dharwad will not be responsible for payment of compensation for any accident occurring during execution of work.

2. <u>Minimum eliqibility Criteria</u>

IIT Dharwad has set up minimum eligibility criteria for the bidding purposes. All bidders must meet following criteria before they apply for the bid. The bidders meeting the criteria must enclose their supporting documents along with the technical bid.

| <u>SI.</u> No. | <u>Criterion</u> | Documents to be provided |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India. | Copy of Certificate of incorporation and Partnership Deed. (As the case may be) issued on or before 31.07.2020. |
| 2 | The bidder should be in garbage disposal business or similar work for not less than one year before 31/07/2021. | Proof of experience is to be submitted. |
| 3 | Bidder should be registered with Income Tax and Goods & Service Tax departments | (a) Attested copy of PAN/GIR Card(b) Attested copy of Goods & Service Tax registration certificate |
| 4 | The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations. | Self-Declaration in the format in Appendix- 'A' |
| 5 | The bidder should have a registered shop at Hubbali- Dharwad. | Details and Relevant document (any document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI) |

Note: -

a. Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

3. Evaluation Criteria: -

- (a) Bids will be opened and evaluated firstly based on the documentary validation and evaluation criteria including minimum eligibility criteria stipulated in the tender document. bids of technically disqualified bidders will be rejected. Price bid of only technically qualified bidders will be considered.
- (b) The bidders will have to quote the price as per the format provided in the **Appendix "B".** The lowest bidder will be adjudged L1, who will be awarded the work. The L1 bidder shall be decided on the basis of the lowest grand total rate offered (exclusive of GST).
- (c) There should be no ambiguity in quoted price and the rate must be as per the price bid format. Conditional offers or the proposals not furnished in the format attached at **Appendix 'B'** shall be considered non-responsive and are liable to be rejected.

Special Terms and Conditions

- The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit IIT Dharwad, Dharwad and acquaint themselves with the nature and quantum of work involved before submitting the bids.
- 2. <u>Minimum Wages and Social Security Provisions.</u> The minimum wages payable and other statutory obligations related to social security on the part of the Contractor (employer) willbe as under:
 - (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
 - (b) Variable DA: As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
 - (c) Social Security: The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The Contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the Contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
 - (d) The minimum liability of payment on the part of the Contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
 - (e) TDS @1% or 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the firmis the sole responsibility of the Contractor

3. Contract Implementation.

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The Contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The Contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorised rep. of the institute.
- (d) Contractor shall not change any employee without consent of the authorised rep. of the institute. Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount form the Contractor to effect payment to the affected person(s).

(f) Institute reserves the right to terminate the contract at any time without assigning any reason. However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.

4. Safety & Insurance.

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by IIT Dharwad. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. <u>Security</u>

- (a) The Contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the Contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.
- (b) The security office will maintain register for the Contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be.
- (c) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (d) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

6. Statutory Obligations

(a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of

the contracted work and all staff employed by him at his own cost and risk, including the following:

- (i) Contract Labour (Regulation and Abolition) Act 1970
- (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
- (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
- (iv) Minimum Wages Act 1948
- (v) Minimum Wages (Central) Rules 1950
- (vi) Employees' Compensation Act 1923
- (vii) The E.P.F. and Miscellaneous Provisions Act 1952
- (viii) Employees State Insurance Act 1948
- (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
 - (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/ Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.

7. General

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.

(f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

8. <u>Indemnity Clause</u>.

The Contractor has to execute an indemnity bond stating "The Contractor indemnifies IIT Dharwad of any issues arising due to operation of providing garbage disposal service at IIT Dharwad ".

SELF-DECLARATION - NO BLACKLISTING

| (Date) | |
|--------|--|
| | |
| | |
| | |

The Assistant Registrar (C&S) IIT Dharwad

Dear Sir.

Ref: Tender providing garbage disposal service at IIT Dharwad

In response to the Tender Document for providing garbage disposal service at IIT Dharwad, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

- 2. We further declare that presently our Company/ firm_is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.
- 3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

| Yours sincerely, | |
|------------------|--------------------------|
| Place: | Signatures |
| Date: | Name |
| | Seal of the Organization |

PRICE BID

| SI. No. | <u>Description</u> | Rate offered (INR Exclusive GST) per trip |
|---------|---------------------------------------------------------------|-------------------------------------------|
| (A) | Charges for providing garbage disposal service at IIT Dharwad | |

Notes:-

- (a) The bidder is to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the tender document before quoting the rates. The lowest bidder will be given the contract to provide garbage disposal service at IIT Dharwad.
- (b) The bidders are to strictly adhere to the minimum wages (including VDA), ESI, EPF & any other statutory requirement under the prevalent rules applicable for Zone "B" prescribed by Central Ministry of Labour and Employment, Govt. of India. Under no circumstance, the rates payable to manpower being deployed should be lower than the prescribed rates.

Signature of the Contractor with seal

Appendix 'C'

Penalties / Fine (In case of violation/s, the penalty will be deducted out of security deposit / monthly bill of the Contractor)

| <u>Violation</u> | Penalty per complaint |
|----------------------------------------------------------------------|-----------------------|
| Violation of any contractual obligation not mentioned below | Rs.2,000/- |
| Three or more non adherence to the timings mentioned in the tender | Rs.2,000/- |
| Two or more instances of garbage not picked up from designated spots | Rs.2,000/- |
| Three or more instances of inappropriate personal hygiene of workers | Rs.2,000/- |
| Two or more instances of burning garbage inside campus | Rs.2,000/- |
| Damage to Institute infrastructure | Rs.2,000/- |
| Consumption of Alcohol and/ or Tobacco items as mentioned in RFP | Rs.2,000/- |