

OFFICE OF THE ESTATE OFFICER-I, HUDA, GURGAON

To,

Shree Balaji Security Services
Cooperate Plaza, Near 4 & 7 crossing
Railway road, Opp. Allahabad Bank)
Gurgaon 122001

Memo No.3108

Dated.28.03.2011

Sub: Allotment of Sanitation & cleanness work of Zone-I Gurgaon

Ref: Your tender dt. 17.02.11 & 23.02.2011.

Under the approval of Haryana Urban Development Authority approval of the acceptance of your tender submitted for the above works is hereby accorded /allotted on the flowing terms & conditions:-

<u>Name of work</u>	<u>Rate per Month</u>
Providing contingency service for daily Cleaning / sweeping of roads and berms & lifting of garbage from sector including shopping centre /public toilets in the shopping centers and all open space including vacant plots and berms and dumping the same on the place fixed by HUDA in full body trucks or covered trolleys. The job also include cleaning of vacant plots & removal of dead bodies of animals / plucking of polythene removal of dusts, animal / human excreta dropping and framings from trees, wild grass / weeds, boshes , other wild growth and any other litter that may be there by mechanical means or manually every day and dispose of the same day at desirable place out of city limits earmarked by the Estate Officer, HUDA, Gurgaon. The road, footpath, center wedge must be kept neat and clean by removing of grass bushes etc. should be in tip top condition to the entire satisfaction of Estate Officer / Sub Divisional Engineer (Survey) HUDA Gurgaon and users.	Rs. 13,00,000/- (Thirteen lacs only) Including ESI, PF, Etc.

CONDITIONS

Time Limit : One year from 01.04.2011 to 31.03.2012

Payment Monthly payment shall be paid to the Agency on the basis of bills raised.

- (a) The Company / Agency shall have to obtain reports from all R.W.A's on following points i.e. Attendance, collection of garbage, lifting of garbage and behavior of staff. Rs. 2000/- in the form of penalty shall be deduction for deficiencies of each point in the beginning. The deficiency processed after 3 months of the beginning of the contract, the penalty shall be raised Rs. 3000/- for deficiency of each point. Similarly the penalty shall be increased by Rs. 1000/- for deficiency of each point for every quarter

TERMS AND CONDITIONS

1. Cleaning will be required on footpath as well as channels & vacant plots.
2. Waste will be collected and thrown on the same day at the site prescribed by the HUDA authority.
3. No sweeping collecting / removing material will be supplied by the HUDA. The contractor will arrange them with his own resource. Any machinery such as JCB. Tractors, if required, will be arranged by the contractor.
4. Security of Rs. 150000/- in the shape of D.D. in favour of E.O. HUDA, Gurgaon will be deposited which will be refunded on the satisfactory completion of contract.
5. Persons employed by the contractor will not be treated in any way the employee of HUDA. The contractor will be responsible for all acts committed by his worker.
6. In case of any complaint from the specific area the contractor will be responsible to get the area cleaned immediately failing which the job will be got done by HUDA at the risk and cost of the contractor. Any officials of S.E./ E.O./Administrator rank found un- satisfactory during their periodical visit, a penalty of upto Rs. 50,000/- visit shall be imposed on you.
7. The certificate regarding the depositing the ESI and EPF from the concerned department is required to be produced before the payment.
8. If an allottee fails to remove malba, the contractor is required to inform the Sub Divisional Engineer (Survey) with in three days of such deposition failing which the contractor will be require to remove it as a part of this contract.
9. Any waste / garbage will not be allowed to be burnt in the populated areas but only earlier approved plots / sites.

10. The contractor have to engaged Sweepers / workers & transportation machinery/unit with cover as per details given in Annexure 'A'.

Annexure 'A'

Sr. No.	Name of Sector	Min. No. of Workers
1.	5	26
2.	12&12A	16
3.	14	24
4.	17, 17A, 17C IFFCO, HBC	26
5.	18 Industrial	18
6.	21	20
7.	22	25
8.	23-23A	55
9.	Old Jail Land and Judicial complex	12
	TOTAL	222

Brief of manpower and equipment / machinery to be employed / deployed.

Details are as under:-

<u>Particular</u>		<u>Nos.</u>
Manager	=	1
Asstt. Manager	=	1
Supervisor	=	9
Labour	=	222
Hand Trolley	=	48
Rickshaw Trolley	=	23
Tractor	=	6
JCB	=	2
Truck	=	2

The above details resources is for reference only but you have to deploy the actual resources as per field requirement to attain the desired objective of proper cleaning subjected to the deployment minimum as mentioned above.

11. Tractor trolley/ transportation machinery unit carrying garbage must be always covered while transporting if found uncovered on first offence Rs. 5000/- on second offence Rs 10,000/- penalty and Rs. 15,000/- on each offence. You have to provide the complete detail of machinery deployed i.e. vehicle No. Tractor and Trolley, Name of Driver along with Driving License and an identity card.

12. Agency will have to provide the sweeper with proper uniforms and sweepers workers should be with proper uniform otherwise penalty Rs. 500/- on first time fault and Rs. 1000/- on the second time fault and Rs. 2000/- on third time offence will be imposed.
13. The garbage collected will be dumped at the specific points ear – marked by HUDA
14. Sufficient man power will be engaged so as to achieve desired standards of cleanliness and that will be checked by the staff of Sub Divisional Engineer (Survey) and on their report / verification the payment to the contractor will be released.
15. If the above terms and conditions acceptable to you then a formal agreement between the under signed and the Agency to be submitted on stamp paper of value of Rs. 15/- with in a period of 15 days of the date of the issue this letter or allotment of work failing which tender shall stand cancelled.
16. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the contractor as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions.
17. That the contractor shall comply with all the legal requirement and for obtaining licenses under contract labour (R&A) Act 1970 or U/S 13 of Punjab shops and commercial Estt. Rules. 1958.
18. The tenderer shall abide by the provision of the minimum wages Act. 1948. The contract labour (R&A) Act. 1970 and other labour laws amended from time to time. The contractor will ensure payment of wages as per minimum wages Act. and rules framed there under and instructions issued from time to time. He will also pay EPF/ESI with the concerned authority and proof to this effect will be submitted to the Estate Office and only after that the payment of contract will be released.
19. Every workers so appointed by the contractor will wear the prescribed uniform according to the season i.e. summer uniform in summer and winter uniform in winter season with badge bearing his name and designation, while on duty, The said uniform & Badge shall be provided by the contractor at his own cost.
20. The tenderers shall provide Safai Karamcharies having minimum age of 18 years.
21. That the agency staff shall be available at the time of the duty hours as per their duty roaster and they shall not leave their place of duty without prior permission. The duty roaster shall be submitted in the O/o Estate Officer, HUDA, Gurgaon sufficiently in advance, at least one week before the change of roaster.

22. That the agency shall be responsible to provide immediate replacement to take place of any Safai Karamchari, who is not available for duty at the place of posting and such other additional staff as may be required for additional work for which information have been given.
23. That the agency staff shall work under overall supervision/ direction of Estate Officer & officers authorized by him.
24. That the agency shall also be responsible to provide all the benefits viz P.F. ESI Bonus, Gratuity, leave and uniform etc. to eligible workers engaged by contractor.
25. The contractors shall have to produce documentary proof of his identity of workers.
26. The Estate Office shall have the right to ask for the removal of any person of agency, who is not found to be competent and not able to discharge his duty.
27. The agency staff shall carry out such other duties as are entrusted to them from time to time.
28. The agency shall not engage any sub contractor or transfer the contract to any other persons in any manner.
29. Duties of the Safai Karamcharies will be as under:-
Safai Karamcharies will carry out the works of cleaning sweeping and proper disposal of garbage. In addition the above, the Deptt. / Organisation can mention any type of job related to their premises of sanitation and cleaning etc.
30. The quality assurance of the sanitary services should be ensured regularly.
31. Appropriate record in reference to above shall be maintained by the contractor at his own cost.
32. That the contractor shall have to provide additional persons for allocation of any additional duty arising as per the circumstance directed by the Principal Employer or any officer authorized by him in addition to those duties / personal covered in this contract with the same amount of the contract.
33. Dead animals are to be lifted and to be disposed of by the contractor within 12 hours. In case any dead animal found beyond 12 hours and penalty of Rs. 10, 000/- shall be imposed on.
34. Garbage collected in various sectors to be disposed of at the dumping site to be decided by the Deptt.
35. If any dispute or difference of any kinds whatsoever arise between the HUDA, and contractor in connection with or arising out of the contract shall be referred to sole Arbitrator i.e. the Administrator, HUDA, Gurgaon or any other officer appointed by him and its decision will be final and binding on the parties to the contract.

36. The department will deduct income tax at source under section 194-C of the income tax Act 1961 from the contractor as per Govt. of India or such sum as income tax on the income comprised therein as per Govt. instructions.
37. The contractor is liable to lift Garbage from the whole sector including vacant plots, open space & Green Belts alongwith the road side.
38. Termination of contract :-
- i) Contract can be terminated with 7 days notice in case of violation of any clause of the contract agreement, poor quality of the work and any statutory violation of Act. minimum wages act, EPF, ESI etc.
 - ii) Wages not paid to the workers or paid less than minimum wages applicable under the Act.
 - iii) Any deficiency in work of not done by contractor shall be got done by HUDA at the contractor's cost and expenses.
39. Contractor will deploy his Supervisor with Mobile Phone for each Zone. So that they may be easily contacted.
40. Contractor will supply a list of the employees and the Supervisors with place of posting as well as Mobile Nos of Supervisors & their higher authorities.
41. Contractor will be responsible for any accident or miss-happening with their employees.
42. Special arrangements of sweeping will be made on the visit of V.I.P. / V.V.I.P. in his area. No extra payment will be made to the contractor for the same.
43. No tender shall be accepted without prescribe earnest money i.e. Rs. 1,00,000/-.

In case the contractor wants to discontinue the agreement he will have to serve two month clear notice to the contractor (Estate Office) for termination of the contract and the earnest money / security shall be forfeited.

Sd/-

**ESTATE OFFICER-I,
HUDA, GURGAON**

Endst. No.

Dated

A copy of above is forwarded to the following for information :-

1. The Chief Administrator, HUDA, Panchkula
2. The Administrator, HUDA, Gurgaon
3. The Sub Divisional Engineer, (Survey). HUDA Gurgaon.

Sd/-

**ESTATE OFFICER-I,
HUDA, GURGAON**