

**Receipt of depositing of Original EMD in the Office of Horticulture
Division, Panjab University Construction Office, Chandigarh**

(Receipt No. _____ date _____)

1	Name of Work	Lifting and disposal of garbage from P.U. Campus to Dumping Ground by hiring one tractor trolley
2	NIT No.	107/e-tender/D.E.(H)
3	Estimated Cost	Rs. 14,83,110/-
4	Amount of Earnest Money Deposit	Rs. 29700/-
5	Last date of submission of bid	11.07.2024 at 5:00 pm
1	Name of Contractor:	
2	Form of EMD:	DD no. _____ dt. _____
3	Amount of Earnest Money Deposit:	Rs.
4	Date of submission of EMD:	

Office Incharge
O/o Divisional Engineer (H)
P.U. Construction Office
Chandigarh

E-TENDER NOTICE

Tender on percentage rate basis through Electronic-Tendering process is invited on behalf of Panjab University from appropriate class of contractors enlistment with Chandigarh Administration, CPWD, CHB, PWD (B&R), M.E.S. Boards, Corporations, HUDA, PUDA, Institutions upto bid submission date for the following work on the prescribed tender form available at website <http://etenders.chd.nic.in/nicgep>

Sr. No.	Name of work	Estimated Cost	Earnest Money	Time Limit	Last date of submission of bid online	Date of opening of bid
1.	Lifting and disposal of garbage from P.U. Campus to Dumping Ground by hiring one tractor trolley Budget Head:- "Outsourcing/Contractual Services for cleanliness of P.U. Campus including Administrative Building in Sector 14 & 25"	Rs. 14,83,110/-	Rs. 29700/-	12 months	11.07.2024 at 5:00 pm	12.07.2024 at 9:30 am

Conditions:-

- 1 The work is estimated cost **Rs. 14,83,110/-** This estimate, however, is given merely as a rough guide.
 - 1.1 Contractors shall have to fulfill the criteria of satisfactory completion of said work as given below:
 - 1.1.1 Eligibility criteria of having satisfactorily completed similar works during the last seven years ending last day of previous month in which the tender is invited. The works completed upto previous day of last day of submission of tenders shall also be considered.
 - (i) Three similar works each of value not less than **40%** or two similar works each of value not less than **60%** or one similar work of value not less than **80%**.

Similar works means: Providing Tractor with Trolley alongwith Driver and Labour.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per Annum calculated from Date of completion to last date of Receipt of tenders.
 - (ii) Average Annual Financial Turnover duly issued by registered Chartered Accountant (with online UIDN no.) during the last 3 years ending, 31st March 2024 should be at least 50% of the estimated cost of this work.
 - (iii) The bidder should also furnish:

The affidavit that I/ We hereby declare that I/we have not been black listed debarred/ suspended by any Govt. / Semi Govt./ Corporation/ Pvt. at present. The affidavit shall be of last 3 months from last date of opening of tender. The absence of required document of the firm shall be technically disqualified.
 - iv) **The original EMD (in the form of DD, In favour of Registrar P.U.Chd) should be deposited in the office of Divisional Engineer (H), P.U. Construction office till the last working day, which is one day before bid submission. Receipt to this will be issued on the prescribed Performa.**
 - v) **The receipt shall be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.**
 - vi) **The Proforma of Receipt of Deposition of Original EMD be downloaded from the website www.etenders.chd.nic.in and submitted with EMD for issue.**
 - vii) **The intending bidder has to receive the receipt of deposit of EMD upto 4.00 PM before one day of date of bid submission from Construction office.**
2. Bids document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.

3. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copies of Earnest Money Deposit receipt &, copy of affidavit and copy of enlistment, GST no., EPF no. shall also be uploaded along with Bid within prescribed time limit.
4. Agreement shall be drawn with the successful tenderer on prescribed P.U. Form. Tenderer shall quote percentage above or below the DNIT amount in prescribed BOQ attached herewith.
5. The site for the work is available.
 - a) Last date of Submission of Tender/Bid shall be: **11.07.2024 (Upto 5:00 pm)**
 - b) Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work as applicable to be done and the set of terms and conditions of contract to be complied with, by the contractor and other necessary documents can be seen in the office of the Divisional Engineer (H), P.U. Construction office, Chandigarh between hours of 11:00 A.M. & 4.00 P.M on everyday except on Saturday, Sundays and Public Holidays.
6.
 - i) **Cover- 1** Shall contain scanned copy of deposit for pre qualification such as Earnest Money receipt, copy of valid enlistment, certificate of registration of GST, PAN No., EPF, contact number mobile/landline etc. and completion certificate of works Affidavit in original as specified in 1.1.1.(iii).
 - ii) **Cover-2** Shall contain financial bid on the prescribed form.
7. The earnest money shall be in the shape of Demand Draft on any scheduled Bank payable at Chandigarh in favour of the Registrar P.U., Chandigarh.
 - i) The cover 1 shall be opened on the due date of opening
 - ii) The cover 2 shall be opened only of those contractors who will be found technically qualified for the work.
8. The firm that uploaded the bid shall be deemed to have agreed upon the terms and conditions of tender document.
9. The pre qualification documents uploaded shall be deposited in original by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority.
10. List of Documents to be scanned and uploaded within the period of bid submission:-
 - i) Copy of EMD deposit receipt.
 - ii) Valid enlistment of the Contractor.
 - iii) Affidavit as above.
 - iv) Certificate of valid Registration for GST, PAN No., EPF, contact number mobile/landline etc.
 - v) The intending bidder has to receive original EMD depositing receipt before one day of bid submission of tender from the division office.
11. The bid submitted shall become invalid and rejected if :-
The bidder is found ineligible on account of following:-
 - a) The bidder does not deposit original EMD and not obtained its receipt from P.U. Construction office of Divisional Engineer (H), Chandigarh within bid submission date.
 - b) The bidder does not upload all the documents (including GST, PAN No., EPF) as stipulated in the bid documents including the copy of receipt for deposition of original EMD.
 - c) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - d) The valid affidavit issued after publishing of this tender is not found in order.
12. The competent authority on behalf of Registrar P.U. Chandigarh does not bind himself / herself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The contractor shall not be permitted to tender for works in the Construction office of P.U. Chandigarh (responsible for award and execution of contracts) in which his near relative is posted in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/ official in the Construction office of P.U., Chandigarh. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department as well as for future works.

15. No employee of P.U. Chandigarh is allowed to work as a contractor for a period of two years after his retirement from Govt. Service, without the previous permission of the P.U. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the P.U. As aforesaid before submission of the tender or engagement in the contractor's services.
16. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to **the Panjab University, then the Competent authority shall, without prejudice to any other right or remedy, be at liberty to forfeit the whole of the Earnest Money. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.**
17. In the event the tenderer whose tender is accepted and the award letter issued and does not start the work within 10 days of issuance of allotment letter or abandons work before its completion, **the Panjab University shall without prejudice to any other right or remedy be at liberty to forfeit the whole of the Earnest Money available with the Deptt. shall stands forfeited in full and shall be absolutely at the disposal of the P.U.**
18. This notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the accepting authority, shall, within One month from the stipulated date of start of the work sign the contract agreement :-
19. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
20. Supervision of various components of works will be carried out by concerned wings of the department under the overall co-ordination of the Divisional Engineer (H) and the work shall also remain open for third party inspection.
21. If the main contractor fails to associate agency/agencies for execution of minor components of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.
22. Blacklisting clause as per notification of Chandigarh Administration of year 2009 will be applicable.
23. The list of eligible contractors / firms who are found qualified as per eligibility criteria by the competent authority will be available on the website only. No separate information to ineligible contractors / firms will be issued. Contractors / firms shall be solely responsible to know the status about their eligibility from this office and this office shall not be responsible on any account in this respect. The financial bids of only those bidders / tenderers shall be opened whosoever qualify the eligibility criteria.
24. In case the main contractor intends to change any of the above agency / agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The new agency / agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
25. Corrigendum / Addendum to this tender, issued if any, before the receipt of on line bid will be available on the web site only. The liability of the same solely lies with the contractor / bidder.
26. Any tax applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
27. The quantities taken in the scope of this estimated cost are tentative and may increase or decrease, it is binding upon the agency to execute the deviated quantities as per agreement terms and conditions.
28. The agreement will be deemed rescind on non compliance of any of the terms and conditions of the agreement and further no appeal will be entertained, the decision of P.U. in this regard will be final and binding on the agency.
29. All material & labour shall be arranged by the successful bidder / contractor at his own cost as per conditions given in NIT.
30. Only one common %age above or below the rates / amount mentioned in the DNIT shall be quoted by the bidder for all items. Any other item of DSR if required to be executed shall be paid based on DSR with prevailing market rates +/-% (plus / minus percentage) quoted by the bidder. Similarly rates for extra N.S. items got executed shall be adjusted by applying the quoted %age on the approved analysis of rate for the respective item.

31. For proper curing of civil work, the contractor shall have to make arrangement for sufficient quantity of water at site including pumping set with pipes etc. required for lifting of water and nothing extra shall be paid on this account.
32. The material required to execute the work shall be got approved from Engineer-in-charge by the agency or his representative before executing any work.
33. The contractor will ensure that sufficient employee deployed by him are made available all the times and medically fit and free from communicable diseases. The antecedents of the persons to be provided by the contractor will be got verified from the appropriate authority by the contractor this own level and a certificate to the effect will be given to this office.
34. The contractors has to strictly follow the Labour Laws such as fair wage clause, minimum wages Act HOER Act and ensure that the minimum wages as applicable are paid to his staff from time to time.
35. The agency has to ensure that no child labour shall be enrolled / employed for carrying out the above work.
36. Divisional Engineer (H) reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/contractor shall liable to be debarred for future tendering in Engineering Department.
37. All disputes concerning in any way with this work are subjected to Chandigarh jurisdiction only.
38. Panjab University reserves the right to reject any or all the applications/tenders without assigning any reason. **Over all lowest bid will be criteria for finalization of tender.**
39. In case, the date of receipt/opening of tender is declared or happens to be a public Holiday, The tenders will be received/opened on the next working day at the same stipulated time.
40. For any Technical Issue related to Electronic Tendering Portal, Bidders may contact IT Cell, DIT, Additional Deluxe Building 5th Floor, Sector-9, Chandigarh or email at etender@chd.nic.in, Phone No.0172-2740641, 0172-2740003.

Divisional Engineer (H)
P.U. Construction Office

AS 24/6/24
24/6/24

Tender Inviting Authority : Divisional Engineer (Hort.), Panjab University, Chandigarh

Name of work: DNIT for Lifting and disposal of garbage from P.U. Campus to Dumping Ground by hiring one tractor trolley

Contract No : 107/e-tender/DE (H)

Excess (+)	%
Less (-)	%

SCHEDULE OF WORK

Sr. No.	Reff to DSR (Hort.)	Description	Qty.	Unit	Estimated Rate		Amount
					Figure	Words	
1.	N.S.	Disposal of dry leaves, horticulture waste, solid waste and similar unserviceable waste material by mechanical transport including loading, transporting & unloading to approved municipal dumping ground by hiring of tractor trolley or equivalent along with hydraulic jack including 1 driver & 3 beldars, fuel, lubricant, wear & tear. complete in all respect as per directions of Engineer-in-charge	810	Trip	1831	One thousand eight hundred thirty one only	1483110
Total							1483110/-

Terms and Conditions:-

1. The tractors and trolleys should be registered with concerned registration authority and insured for 3rd party during the period of contract. The bidder/contractor/supplier will be fully liable for any liability during the period of contract.
2. The Tractor with Trolley is required to be supplied along with P.O.L./repairs/maintenance etc. as well as Labour consisting of one Driver with minimum of 03 nos. of labourers. Sanitation material i.e. Pally, Panja, Kassi etc. are required to be provided to tractor trolley by the firm/contractor for the lifting and removal of dry leaves/horticulture waste/solid waste from Panjab University, Chandigarh and transport the same to Dumping Ground/Garbage Processing Plant or any other designated place during the period of contract. The Driver must have mobile phone no. in working condition during duty hours.
3. The contractor will be paid monthly. Monthly payment will be made on per trip basis and trips will be verified by concerned A.E./J.E.
4. Each tractor trolley is required to be fully filled and should be covered with sheet i.e. tarpaulim etc. covering the complete length and width of trolleys so that the waste is not visible to the naked eyes and does not litter the city streets during the movement of tractor trolleys.

5. The Driver provided by the agency for tractor trolley should possess heavy Motor Vehicle Licence and minimum qualification of the Driver should be Matriculation.
6. The Labour provided by the agency for each tractor trolley should be skilled labour.
7. In case of any kind of mishappening during the contract period, no liabilities/claim shall be responsibility of Panjab University, Chandigarh.
8. The firm/contractor approved for supplying the tractor trolleys are required to comply with the Municipal Solid Waste (Management & Handling) Rules, 2016 and will be liable for any action due to breach any of the conditions stipulated thereof.
9. The firm/contractor to whom the supply order is placed is required to make availability of Tractor Trolley within 10 days of allotment. The firms/contractor is required to keep one Tractor Trolley spare in order to meet any breakdown/emergency/emergency at their level. In case the firm fails to supply the requisite tractor trolley within stipulated period of supply order, the contract of the successful bidder can be cancelled and its EMD/security amount can be forfeited. The firm can be blacklisted.
10. The successful bidder shall also submit an Indemnity Bond to Indemnify the office against all the liabilities and losses.
11. In case of continuous breach for non-supply of tractor trolleys with labour etc. for a period of more than 07 days, without intimation the contract will be terminated and EMD/security amount will be forfeited. The firm/contractor will be debarred thereafter for a period of minimum 01 year.
12. The tractor trolley is required to be given a coat of "Green Colour".
13. Any liability arising out of the tractor trolley/manpower etc. under the provisions of any Act i.e. Motor Vehicle Act, Labour Act, EPF, ESIC, GST or any other Act as applicable will be the sole liability of the firm/contractor.
14. The Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/ failures.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions.

15. Specifications of Tractor Trolley to be as following :-

1. Length	--	11 feet
2. Width	--	6 feet
3. Height	--	2 feet
4. Colour of trolley	--	'Green colour'

"Name of Agency

Name of Contractor

Contact No." should also be

written on the trolley

16. The tractor trolleys should be fitted with Hydraulic Jack and should always be in good working condition.
17. The bidder should have his local Registered office in the vicinity i.e. Chandigarh, Panchkula or Mohali.
18. The Qty. of work can be increased or decreased at the discretion of the Engineer-in-charge. No claim of contractor will be entertained on the subject.
19. The work shall be carried out as per drawing and to the entire satisfaction of the Engineer-in-Charge.
20. All material shall be arranged by the contractor.
21. The firm will quote only one rate for the one complete item. The split rates for one item will not be accepted and such tender will be rejected.
22. The agency shall ensure the compliance of all provision of Minimum Wages Act 1948. Contact Labour (Regulation and Abolition Act) 1970 and rules framed and other effecting contact labour that may be brought into force from time to time.
23. The conditional tender or tenders without earnest money shall be liable to rejection.
24. Any error or omission in nomenclature, rates or unit can be corrected at any stage according to DSR amended upto date.
25. All the above rates are subject to various notes, given in relevant chapters of DSR issued by the Chief Engineer, CPWD. The contractor shall quote their own rates for N.S. Items. No premium will be allowed on N.S. Items.
26. If any scheduled/N.S item is not covered by notice inviting tender but required at site and got executed as per site condition as per orders of Engineer-in-Charge shall be paid as per DSR/Analytical rates in accordance to the rates quoted by the firm in the corresponding chapter.
27. The work shall be carried out as per CPWD specifications latest edition, amended upto date.
28. On acceptance of tender, the name of accredited representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
29. If there are varying or conflicting provisions made in any document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
30. Any error in description, quantity or rate in schedule of quantities or any omission thereof shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
31. Quantities given above are tentative. These can be increased or decreased at any stage, the agency shall be bound to execute the work accordingly.
32. The work shall be carried out as per site.
33. The undersigned has right to accept or reject any or all the tender without assigning any reason.
34. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
35. Any material left at site one month after completion of work shall become the property of the department and no payment shall be made to the contractor for the material.

36. No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
37. If any item is not available in the market as per specifications taken in the DNIT, alternative specifications of the item shall be approved by the Engineer-in-Charge before supply and cost shall be reduced as per lowest market rate of material of reputed firms.
38. GST, purchase tax, turnover tax or any other tax on material and services in respect of this contract shall be payable by the contractor and Panjab University will not entertain any claim whatsoever in respect of the same.
39. 5% security will be deducted from the bill and the same will be released after 1 year from the date of completion of work provided no defect certificate is issued by the Engineer-in-charge. The security deposited by the contractor shall lapse to the University if it is not claimed for more than a year from the date it has become due.
40. No water charges shall be deducted from the bills of the contractor.
41. Labour Cess @1% of the total cost shall be deducted from the bills of the contractor.
42. GST and Income Tax as applicable shall be deducted from the bills of the contractor.
43. The aforesaid deduction are as per present rates notified by the Govt. of India. However if there is any increase subsequently the same will be affected accordingly.

Divisional Engineer (Hort.)
P.U. Construction Office


24/11/24