

# PEC University of Technology, Chandigarh

## E-TENDER NOTICE

E-tenders are hereby invited for the outsourcing of Gardening & Horticulture Services in PEC University of Technology, Sector 12, Chandigarh as per details given below:

<b>Period of Contract</b>	<b>Estimated cost for one year in Rs.</b>	<b>EMD in Rs.</b>	<b>Online submission of tender</b>
Initially for one year, extendable by another two years on year to year basis, subject to satisfactory performance.	70 lacs.	1.40 lacs	Start date: 20.01.17 at 11:00 am. End date: 03.02.17 at 3:00 pm.

Tender document can be downloaded from the website of PEC University of Technology, Chandigarh [www.pec.ac.in](http://www.pec.ac.in) or <http://etenders.chd.nic.in>

University Engineer  
PEC University of Technology  
Phone: 0172-2753059

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**PEC University of Technology, Chandigarh**

**TENDER DOCUMENT**

**TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF GARDENING & HORTICULTURE SERVICES.**

**IMPORTANT INSTRUCTIONS FOR BIDDERS**

1. Tenders without digital signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical form it shall be rejected.
2. Before submission of on-line bids, bidders must ensure that scanned copies of all the necessary documents have been up-loaded along with the bid.
3. PEC University of Technology will not be responsible for any delay in on-line submission of bids due to any reason whatsoever.
4. For the tender to be valid the Earnest Money Deposit is acceptable only in the form of Demand Draft/ bankers cheque/ fixed deposit receipt/ Bank Guarantee from any commercial bank in acceptable for drawn in favour of Director, PEC University of Technology, Chandigarh and payable at Chandigarh. The bidder is required to submit EMD in the Administrative Office of the PEC University of Technology, Chandigarh on the specified date.
5. The tenderer(s) should submit their tender in three parts i.e. (i) Bid Guarantee (Earnest Money Deposit) (ii) Technical Bid (iii) Price Bid. Each part should be submitted separately as explained below:
  - (i) **Bid Guarantee (Earnest Money Deposit) and affidavit regarding non-blacklisting** in physical form should be placed and submitted in a separate sealed cover duly super-scribed "BID GUARANTEE & AFFIDAVIT FOR AWARD OF CONTRACT FOR PROVIDING GARDENING & HORTICULTURE SERVICES" and submitted in the Administrative Office of the PEC University of Technology on the specified date. Its scanned copy is also required to be uploaded on-line on the specified date.
  - (ii) **Technical Bid/ Tender Document including Section-A to Section-E along with Annexure-I to Annexure-V should be submitted on-line.**
  - (iii) **Price Bid should be submitted on-line only.**
6. The Tenderer should keep his offer valid for acceptance for a period of 90 days from the date of opening of the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
7. EARNEST MONEY/ SECURITY DEPOSIT and/ or any other sum of the tenderer(s) lying with the Director, PEC University of Technology, Sector-12, Chandigarh in connection with any other tender/ case shall not be considered/ adjusted against this tender.
8. The tenderer, on any working day during office hours, may inspect the Areas/ Locations/ Buildings, where the services are to be provided so as to assess the required work output, work quality and time frame.
9. The E-tender shall be opened on-line on the specified date and time. In the event of the date of receipt or opening of tender being declared a holiday for the PEC University of Technology, Sector-12, Chandigarh, the last date of receipt/ opening of the tender shall be the next working day at the same time and venue.
10. The tenderer(s) shall be at liberty to be present, in person or be represented through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, **they must furnish the authority letter from the tenderer whom they are representing otherwise they will not be allowed to participate in the opening of the tender.**
11. Subletting of contract after allotment is not allowed under any circumstances.

12. The institute reserves its right to reject all bids and annul the bidding process at any time prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.
13. **The bidders are required to submit realistic/ reasonable and justified administrative charges in percentage. They should also take into consideration the deduction of TDS and other statutory deductions at source, etc.** If a firm quoted 'Nil' charges, the bidder shall be treated as irresponsible and bid will not be considered.
14. In case of violation of any of terms and conditions as mentioned herein, Earnest Money of the tenderer(s) shall be forfeited in full by the Director, PEC University of Technology, Chandigarh.
15. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/ authority to whom he shall submit the tender or the tender accepting officials/ authority before the finalization of tender shall render the same liable for rejection.
16. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/ relax any terms and conditions of the tender.
17. The tendering document includes the following:

a	A copy of tender notice at Section-A
b	Scope of work at Section-B
c	Eligibility and other terms and conditions for the bidders at Section-C
d	Terms of payment at Section-D
e	Check list for evaluation of Technical bid at Section-E
f	Proforma for price schedule at Section-F (to be submitted on-line).
g	Forwarding letter for Technical bid at Annexure-I
h	Bidders particulars Proforma at Annexure-II
i	Certificate of works by bidder at Annexure-III
j	Certificate for work/ performance at Annexure-IV
k	Proforma for affidavit for non blacklisting and competency at Annexure-V

University Engineer  
 PEC University of Technology  
 Phone: 0172-2753055  
 Fax: 0172-2753284

**PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH**

**E-TENDER NOTICE**

E-tenders are hereby invited by the undersigned for providing Gardening & Horticulture Services at PEC University of Technology, Sector 12, Chandigarh as per details given below:

S. No.	Name of Work	Period of Contract	Estimated cost of Contract for one year	EMD
1.	Gardening and Horticulture services	Initially for one year, extendable by another two years on year to year basis, subject to satisfactory performance.	70.00 lacs	Rs. 1.40 lacs

**Milestone dates of e-tendering: finalized later after checking**

I	Date of publication	
I	Downloading of e-tender document	Start date: 20.01.17 at 11:00 a.m. End date: 03.02.17 at 3:00 p.m.
III	Date of submission of e-tender	Start date: 20.01.17 at 11:00 a.m. End date: 03.02.17 at 3:00 p.m.
IV	Pre Bid Meeting (If any)	25.01.17 at 11:30 a.m.
V	<b>Physical submission of EMD and Affidavit</b>	Start date: 20.01.17 at 11:00 a.m. End date: 03.02.17 at 3:00 p.m.
VI	Opening of Technical Bid (online)	Date: 03.02.17 at 3:30 p.m.
VII	Opening of Financial Bid of only eligible technically qualified bidder determined by Committee.	To be informed after checking eligibility of Bidders
VIII	Place of opening of bids	PEC University of Technology, Sector 12 Chandigarh 160012
IX	Address for communication	University Engineer PEC University of Technology, Sector 12 Chandigarh 160012

**Important Notes:**

- I) Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
- II) Bid document can be downloaded from the website of PEC University of Technology [www.pec.ac.in](http://www.pec.ac.in) or <http://etenders.chd.nic.in>
- III) The agency has to submit documents such as EMD and affidavit regarding non-blacklisting in original and same copies of eligibility documents as mentioned in Section-C/ Section-E online on or before the dates mentioned above. The failure of the agency to furnish the said documents will entail summarily rejection of its tender.
- IV) The details of Terms & Conditions are available in the respective Tender documents (Section-C)
- V) The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.

University Engineer

## SECTION- B

### **B. Scope of Horticulture and Gardening work may include**

Maintenance of grounds, lawns and other open spaces including mowing, de-weeding, dressing, landscaping, leveling and lifting of garden waste, building scrap, etc. from the PEC campus including the following locations:

<b>Zone No.</b>	<b>Locations /tentative area</b>	<b>Persons Required (Mali)</b>	<b>Scope of Work</b>
1	Administrative Block, Football ground, hockey ground, cricket ground, water works or any other area as per institute map in zone 1.	06	<ul style="list-style-type: none"> <li>• Maintenance &amp; upkeep of new plantation etc., in the designated horticulture locations and lawns on daily basis.</li> <li>• Growing, irrigating and maintaining grass, flowers and ornamental plants in the open spaces, pots, flower beds and nurseries, etc.</li> <li>• Planting, growing, irrigating, maintaining and</li> <li>• trimming of hedges and trees</li> <li>• Coloring, polishing/cleaning of flower pots in the institute.</li> <li>• Leveling of land &amp; removal of waste such as building material &amp; tree wastage removal etc.</li> <li>• Preparing of flower beds &amp; landscaping</li> <li>• Maintenance &amp; care of flowers, trees &amp; all other type of vegetation in the campus</li> <li>• Maintenance of nursery &amp; all activities in the nursery</li> <li>• Any other work related to horticulture &amp; landscaping directed by the authorized officials of PEC University of Technology, Chandigarh.</li> </ul>
2	Athletic ground, Ground adjoining athletic ground, open space behind H. no 201-210, or any other area as per institute map in zone 2.	05	
3	Lawns in Metallurgical block, main academic block, production block, IT block, or any other area as per institute map in zone 3.	09	
4	Director residence, Institute guest area, area behind electronic block, area in and around community center, or any other area as per institute map in zone 4.	07	
5	Mango garden, Whistling park, area in and around H.No. 901-906, or any other area as per institute map zone 5.	05	
6	Institute park (MP Fund), open area in and around H.No 601-606, 611-615, 651-660, or any other area as per institute map zone 6.	08	
NAB	Area in and around new academic block (NAB) or any other area as per institute map zone NAB.	05	
	<b>Total</b>	<b>45</b>	

**Note: Standard worker dress (summer & winter) once in a year mandatory.**

## SECTION-C

### **C. Eligibility and other terms and conditions for the bidders**

#### **C.1 Eligibility conditions**

1. The bidders should fulfill the following requirements:

- a) The bidder/ firm/ organization should be registered with registrar of companies/ firms. (Enclose certificate of incorporation).
- b) The bidder should not have been blacklisted/ prosecuted by any Govt./ Statutory bodies/ autonomous organization/ any court of law. Also, the bidder should have requisite capacity and competence to provide equipment/ implements/ consumables and services as mentioned in scope of work (Enclose affidavit as Annexure-V).
- c) The bidder should have minimum five years' experience of providing Gardening & Horticulture or similar services and minimum three running contracts for the same with not less than 30 persons at each location (Enclose certificates as at Annexure-III & IV).
- d) The bidder should have
  - (i) EPF, ESI, EDLI Code number
  - (ii) Service Tax registration number
  - (iii) PAN No. and TAN No.  
(Enclose scanned self-attested copies)
  - (iv) The successful tenderer/service provider shall obtain all registration(s) /permissions(s) / license(s) etc which are /may be required under any labour or other legislation (s) for providing the services under the agreement.
  - (v) The service provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) act 1970, if applicable for carrying out the purpose of the contract agreement. The service provider shall further observe and comply with all government laws concerning employment of staff employed by the service provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirement of law.
  - (vi) **The service provider shall give and undertaking by the 22<sup>nd</sup> of each month in favour of the department that he has complied with his statutory obligations.**
  - (vii) Average annual turnover of the firm for last three financial years i.e. 2013-14 to 2015-16 should be not less than 1 crore.

2. The bidder should submit the following documents:

- a) Self-attested copy of the latest income tax return (FY: 2015-2016).
- b) Self-attested copy of the latest audited financial statements of the F.Y. 2013-14 to 2015-16.
- c) Self-attested copy of the latest EPF return/ Annual Statement of Contribution (FY: 2015-2016).

#### **C.2 Other Terms and Conditions**

1. The agreement/ contract would come into force within 15 days after the issue of letter of allotment by the institute. Initially, the contract shall be for one year. However, it can be extended for another two years on year to year basis on the same terms and conditions, subject to quarterly appraisal and review by the institute. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract may be terminated even before the scheduled time by giving advance notice of three months to this effect. In the event of premature termination of the contract for the reasons mentioned herein above, the entire security deposit shall be forfeited. In case the contract is not extended

beyond two years before its expiry, it will automatically stand terminated on the expiry of the contract period without any prior notice.

2. Within 15 days from the date of issue of allotment letter, the successful bidder shall be required to submit a bank guarantee of **5% of the total value of contract** towards performance guarantee for the entire duration of contract. The security shall be refunded three months after the expiry of the contract and that too only after all the items/ dues, if any, outstanding against the contractor, are cleared. Further, in the case of successful bidder, the Earnest Money Deposit of **Rs 3 Lacs** only shall be converted into interest free security deposit and shall be held with the institute.
3. The financial bid of only those bidders will be opened who qualify in the technical bid.
4. A prospective bidder, requiring any clarification of the bid documents shall seen the same during Pre-Bid conference.
5. At any time, prior to the date of submission of bids, the institute may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents.

Such amendments shall be notified to all prospective bidders and a corrigendum issued on-line and these amendments will be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the institute may, at its discretion, extend the deadline for the submission of bids suitably.

6. An individual signing the bid or other documents in connection with the contract shall indicate his/ her full name below his/ her signatures and must specify whether he is signing as:
  - a) A sole proprietor of the firm or authorized attorney thereof.
  - b) A partner of the firm, in which case he/ she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
  - c) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Public Notary, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of Attorney should be furnished.
  - d) In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming part of the contract on behalf of another, shall be deemed to warranty that he has the authority to sign such documents, and if on enquiry it appears that the person has no authority to do so, the institute may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/ intended contract at the risk and cost of such person and hold the signatory liable to the institute for all costs and damages arising from the cancellation of the contract including any loss which the institute may have incurred on account of execution of contract/ intended contract.

7. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
8. The tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and Earnest Money forfeited.

In exceptional circumstances, the institute may request the bidders to consent for an extension of the period of bid validity. A bidder may, however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.

9. The bidding agency should not have any previous record of pre-mature termination of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

### **C.3 Terms and conditions for the successful bidder for executing the contract**

1. The successful bidder shall also have to execute an agreement with the institute on a non-judicial stamp paper of the requisite amount at his own cost and commence the work within 15 days from the date of award, failing which he would attract a penalty of Rs.500/- per day and if the delay is more than 15 days the allotment of work is liable to be cancelled and institute shall be at liberty to forfeit the earnest money and security amount and proceed to appoint another agency as it may deem fit.
2. The successful bidder, upon being so informed by the institute in writing, shall apply for the license to deploy contract labour in the institute to the competent authority as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A self-attested copy of such license shall be submitted by him in the institute within 15 days from the date of issue of such license by the competent authority.
3. The successful bidder must have an independent code for EPF and ESI. A self-attested copy of the same shall be submitted by him in the institute within 7 days from the date when he has been informed of his being the successful bidder.
4. Subletting of contract after allotment is not allowed under any circumstances. Thus, the contractor shall not appoint any sub-agency to carry out any of the obligations under the contract. The contractor shall have to engage workforce adequate enough to carry out the specified scope of work and in case the number falls short of such adequate strength on any day, the contract amount will be accordingly reduced from the monthly payment and in case it falls below a reasonable value it may invite penalty.
5. The contractor shall have proper standards and procedures for recruitment of its personnel to be deployed in the institute. Each such worker should be issued the employment card by the contractor as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A list of personnel deployed along with copy of their employment card must be submitted by the contractor in the institute within a period of three days after the worker has been deployed in the institute.
6. The workers deployed by the contractor in PEC shall be of good character, sound health and shall not be less than 21 years or more than 45 years of age (55 years in case of Work Supervisor), wear proper uniform and an identity card duly signed by the contractor and attested by Officer In-charge, of PEC. A photocopy of these cards shall be given to the Institute for verification and record.
7. The contractor is responsible to provide all the necessary amenities, as per law, to the contract labour deployed by him in the institute.
8. The contractor shall ensure that before deploying his personnel in the institute he has verified their antecedents and provide to the Institute complete dossier of all the personnel deployed in the Institute.
9. The persons deployed by the contractor in the institute will be the employees of the contractor and nothing shall be held against the institute on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from the Institute.
10. The workforce deployed by the contractor shall work for eight hours, six days a week round the year. However, the contractor shall allow them one day weekly rest and three national holidays on account of 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> of October.
11. The contractor shall supply trained manpower for duties in the institute. The contractor shall undertake, at his own expense but to the satisfaction of the institute, a periodic updating of skills, processes and procedures followed by the personnel deployed in the institute by organizing suitable training programs for them from time to time.
12. The contractor shall be responsible for the good conduct and behavior of its personnel. If any employee of the contractor is found misbehaving with the faculty, staff or students of the institute, the contractor shall immediately remove such worker from the institute.
13. The contractor shall be responsible for all while-on-duty injury and accidents to persons deployed by him in PEC.



14. The contractor shall, either himself or through the Work Supervisor, check and supervise the work and conduct of the workforce deployed by him in the institute. The records of the same should be maintained by him or his nominee and shortcomings, if any, pointed by the institute, should be immediately rectified.
15. The institute shall have the right to check, from time to time, the fitness of the workforce deployed by the contractor in terms of their performance to the satisfaction of the institute. The institute shall also have the right to periodically check the work done by the workforce deployed by him in the institute in terms of work output, quality of work and time frame through the official duly authorized by the institute for the purpose.
16. That the worker deployed by the contractor in the institute shall be removed from the institute immediately if the institute considers that such removal is necessary on any ground including mischief and misconduct. The contractor shall also immediately remove any personnel who may be found to be of doubtful character and shall replace him with a suitable substitute either on his own or on being pointed out by the institute.
17. The workers deployed by the contractor in PEC shall have no claim for permanent employment in the institute or any other claim regarding their service matter.
18. The contractor would appoint a Work Supervisor to supervise the work on his behalf so as to ensure that the work, specified by the institute as herein before, is carried out as per requirement of the institute in terms of work output, quality and time frame and also to liaise with the institute on all matters related to the implementation of the tasks under the contract; And he shall remain in touch with the Estate office of PEC so as to take suggestions/ comments/ observations/ feedback in this regard. He would also maintain daily record of the strength (attendance record) of workforce deployed in the institute and the same would be verified by Estate office.
19. The contractor would be required to remain in constant touch with the Work Supervisor to know if there is anything required to be rectified on his part so as to ensure that the desired standards of work output, work quality and time frame are met.
20. The contractor would also be required to visit the institute frequently so as to oversee that the work is done as per requirements and also meeting the quality requirements and is accomplished within the given time frame. During such visits he shall take the feedback from the O/I Sanitation and Gardening of PEC in this regard.
21. The contractor shall maintain a complaint book to be kept with the Estate office.
22. The contractor shall comply with all the statutory requirements existing or as may be promulgated from time to time, namely the Payment of Minimum Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Labour Act, etc., whichever is applicable. The Contractor shall be responsible, accountable, answerable and explainable, as the case may be, for any violation of such Acts. Further, the contractor shall not involve the institute in any such violation, in any manner whatsoever, and in case of any violation of any law the contractor shall be solely responsible. The contractor hereby agrees to indemnify the institute completely for any liability coming upon the institute due to violation of any law(s) by the contractor.
23. All the implements and tools (including tractor and its implements) and consumables which may be necessary for providing Gardening & Horticulture service to the institute would be supplied by the contractor at his own expense. No extra payment shall be made by the institute on this account over and above the one which is indicated in Section-F. The tractor with implements during the year would be supplied by the contractor as and when demanded by the institute. If the contractor fails to supply the equipment, implements, tools, other consumables and material including tractor with implements as per requirement of the institute, the institute would purchase/ hire such equipment, implements, tools, other consumables and material including tractor with implements and deduct the expenditure incurred thereon from the wage bill of the contractor.
24. Assets and articles, if any provided by the institute, shall be the property of the institute and the contractor shall be merely the custodian of such assets and articles. On normal termination of the contract at the end of two/ three years period or any time earlier thereto, such property shall be handed over to the institute forthwith.

25. In the event of any loss being caused to the institute on account of the negligence on the part of workforce deployed by the contractor, the contractor shall make good such loss either by way of replacement or through adequate compensation.
26. The contractor must have requisite resources to assist the Principal Employer (i.e. the institute) in conducting work audits, surveys, investigations, etc. and shall also be able to render professional advice on matters relating to works.
27. The contractor shall be bound to perform the related assigned jobs even though the same may not have been specifically included in the schedule of services. The charges for the extra services not mentioned in the price schedule shall be settled mutually.
28. Violation of any terms & conditions will invite suitable penalty.
31. Terms and conditions related to bill of payment to be raised by the contractors
  - a) The payment shall be made to the contractor on monthly basis as consolidated amount approved for the contract period but after pre-audit of the bill and deducting the amount on account of short services, taxes, deficiencies, recoveries, if any.
  - b) If the institute incurs any expenditure or any liability in connection with the deployment of workers by the contractor, the same shall be recovered from the bill of the contractor.
  - c) If any fresh taxes or charges, etc. (over and above all the taxes and charges which were applicable at the time of quoting for the tender) are levied by the Local/ State/ Central Govt. after the contract is awarded the same shall be applicable. However, such taxes, charges, etc. would be reimbursed by the institute to the contractor against proof of payment.
  - d) Copy of bank challans, duly signed by the contractor, in support of having deposited the amount of EPF, ESI, EDLI, Service Tax, etc. with the concerned department for the preceding month shall also be attached with the bill **along with monthly EPF statements issued by the Regional Fund Commissioner in respect of each worker, duly attested by the contractor**, must be attached by the contractor with each monthly bill

32. Terms and conditions related to arbitration

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter arises between parties as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, it shall be referred to a Sole Arbitrator to be appointed by the Director PEC at the time of the dispute.
- b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the process of arbitration, it shall be lawful for Director PEC to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.
- c) The venue of arbitration shall be Chandigarh.
- d) The provisions of the Arbitration and Conciliation Act 1996, and any statutory modifications or re-enactment thereof, rules made thereunder for the time being in force, shall apply to the arbitration proceedings under this clause.

33. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall, due to reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the institute as to whether the operation has been so resumed or not shall be final and conclusive provided that if the performance in whole or in part, of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

Provided further that if the contract is terminated under this clause, the institute shall be at liberty to temporarily take over from the contractor, the manpower & equipment deployed in the campus until a new contractor is appointed and commences the operation.

## SECTION-D

### **D.1 Terms of payment to be made by PEC to the contractor**

1. The contractor, being the legal employer in relation to persons engaged/ deployed by him in the institute shall alone be responsible to provide the Service/ Activities under this Agreement as well as to make the payment of monthly wages/ salaries, which in any case shall not be less than the prevailing DC rates along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity, etc. to the workers deployed by him in PEC. The contractor shall also have to observe compliance of all relevant Labour Laws as applicable namely, Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance Act, 1948, Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972 , Private Security Agencies (Regulations) Act, 2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and/ or any other rule framed hereunder from time to time by the Central or State Government and/ or any authority constituted by or under any Law, for the category of persons deployed by him.
2. All the payments to the contractor shall be made by the PEC University of Technology, Sector-12, Chandigarh after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
3. The contractor shall raise the monthly wage bill latest by the 4<sup>th</sup> day of every calendar month. The Estate office will scrutinize the bill and if any discrepancy is found in the bill, the same will be intimated to the contractor and the contractor after removing the discrepancies shall again submit the bill to the Estate office. Since it is a time consuming process, therefore, the contractor shall ensure that wages to the employees deployed by him in PEC are paid by him from his own resources by 7<sup>th</sup> of the every month in the presence of authorized representatives(s) of the PEC University of Technology, Sector-12, Chandigarh without waiting for the payment of his wage bill from PEC University of Technology, Sector-12, Chandigarh.
4. The contractor shall ensure that the work assigned by the institute is done by the deputed persons to the entire satisfaction of the institute as per the terms and conditions of this agreement failing which no payment will be made.
6. The payment for services under this agreement shall be made on monthly basis through crossed cheque, drawn in favour of the contractor and payable at Chandigarh, within 7 working days of the receipt of the bill for each calendar month, duly supported with the requisite details as stated in C.3 (31). The final payment shall however be made only after adjusting all the claims of the institute.
7. Any payment required to be made by the contractor to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the minimum wages act and/ or any other law, which may be applicable in the instant case. The institute will in no case be responsible for default, if any, in this regard. Even if, as per provisions of any relevant enactment, the liability becomes that of the institute, it is clearly agreed that the same shall be deemed to be that of contractor and shall be discharged by him. The institute's liability towards personnel will be limited to the extent of the contract price accepted by the institute.
8. A penalty of up to 1% of the monthly bill/ per day will be imposed on the contractor, if it is found that the work has not been executed as per the scope of work as per section B of the tender document. The penalty will be deducted from the monthly bill produced by the contractor. The Director PEC has empowered to increase the penalty up to any extend/ terminate the contract upon unsatisfactory work performance by the contractor.

### **D.2 Accounts and records to be maintained by the contractor**

1. The contractor shall be required to maintain all mandatory (in the manner prescribed as per law) records with regard to the operation of the contract under this agreement.

2. The contractor shall be required to produce all the original record such as Muster Rolls, Ledger, etc., if required, to the Internal Audit Cell working under the control of Assistant Controller Finance & Accounts in PEC University of Technology, Sector-12, Chandigarh.
3. The contractor shall forthwith allow, upon being required by the PEC University of Technology, Sector-12, Chandigarh or any of its authorized representative, inspection, audit or take copies of any records maintained by him with regard to the operation of the contract under this agreement. The contractor shall also cooperate with the PEC University of Technology, Sector-12, Chandigarh to correct any practice which is found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the PEC University of Technology, Sector-12, Chandigarh. However, upon discovery of any discrepancies or under payment, the contractor shall immediately reimburse or overcharge PEC University of Technology, Sector-12, Chandigarh for such discrepancies.
4. The contractor shall have to comply with the applicable provisions of all labour welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this agreement. He shall further observe and comply with all the instructions issued by the Government concerning employment of persons deployed by him and shall alone be responsible to pay monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity Leave, etc. to such employees, which in any case shall not be less than the Minimum Wages (DC Rates) as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Act,1970 and rules framed thereunder from time to time or by the Central or State Government and/ or any authority constituted by or under any law for the category of persons deployed by him in PEC. The contractor shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of laws.

**SECTION-E**

**(Enclose with Technical Bid)**

**CHECK LIST FOR EVALUATION OF TECHNICAL BID OF THE TENDER**

1	<b>Bidder's particulars:</b> Name of the Person/ Organization/ Firm, Location of his office with complete address, both residential and permanent and Telephone/ Fax Numbers given? (filled in form as per <b>Annexure-II</b> )	Yes/ No
2	<b>Certificate of incorporation:</b> Status of Organization whether Private/ Public Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society, etc.? If so, a self-attested copy of the constitution/ partnership deed of the firm duly registered with Registrar of Firms has been attached?	Yes/ No
3	Whether a <b>self-attested copy of resolution passed by the Executive Body</b> authorizing the specific officer/ partner for signing the documents for this tender has been attached?	Yes/ No
4	Whether self-attested copy of the <b>Bid Guarantee</b> (Earnest Money Deposit) in the form of Demand Draft from any of the commercial banks in an acceptable form, drawn in the name of the Director, PEC University of Technology, Sector-12, Chandigarh has been attached?	Yes/ No
5	Whether the <b>Price bid has been uploaded on-line?</b>	Yes/ No
6	Whether an <b>affidavit</b> on the non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/ non-prosecution of tenderer/ and ability to provide services as mentioned in the scope of work at Section-B has been attached? ( <b>Original</b> as per proforma in <b>Annexure-V</b> )	Yes/ No
7	<b>Technical Bid:</b> Whether each page of the tender document at Section-A to F, Annexure-I to V and other enclosures as well as cuttings/ over-writings have been signed/ initialed by the tenderer and also the forwarding letter has been attached by authorized signatory? (as per <b>Annexure-I</b> )	Yes/ No
8	Whether self-attested copy of <b>latest Income Tax Return (FY : 2014-2015) along with PAN No.</b> issued by the competent authority has been attached?	Yes/ No
9	Whether self-attested copy of <b>TAN No.</b> issued by the competent authority has been attached?	Yes/ No
10	Whether the self-attested copy of <b>Service Tax Registration No.</b> issued by the competent authority has been attached?	Yes/ No
11	Whether <b>self-attested copies of EPF/ EDLI code number</b> issued by regional provident fund commissioner has been attached?	Yes/ No
12	Whether <b>self-attested copy of ESI code number</b> issued by the competent authority has been attached?	Yes/ No
13	Whether <b>self-attested copy of</b> the certificate of works/ contracts as per <b>Annexure-III</b> has been attached?	Yes/ No
14	Whether <b>self-attested copy of</b> the certificate of work/ performance as per <b>Annexure-IV</b> has been attached?	Yes/ No
15	Whether a self-attested copy of the <b>latest audited financial statement for the F.Y. 2013-14 to 2015-16</b> attached/ Proof of Annual Turnover of Rs.1.00 Cr. In each financial year	Yes/ No
16	Whether a self-attested copy of <b>latest provident fund return/ annual statement of contribution (FY: 2014-2015)</b> filed by the bidder attached?	Yes/ No
17	Any other relevant information which the bidder may wish to provide	Yes/ No

Place:

Dated:

Signature and seal of bidder

Section-F

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority: University Engineer , PEC University of Technology

Name of Work: **OUTSOURCING OF HORTICULTURE & GARDENING SERVICES AT PEC**

Contract No:

<b>Bidder Name :</b>	
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**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #
Sl. No.	Item Description	%age In Figures To be entered by the Bidder
1	2	13
1	<b>OUTSOURCING OF GARDENING &amp; HORTICULTRE SERVICES</b>	
1.01	Administrative/Service Charges in %age on the monthly Basic wages per worker (as per DC Chandigarh/Chandigarh Administration Rates). (From the above mentioned Administrative Charges the tenderer shall be solely liable to pay /discharge the responsibilities as per requirements of Tender Terms and Conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the currency of contract.	

**Annexure-I**

**(Forwarding letter for Technical Bid)**

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

**Subject: Technical bid for providing Gardening & Horticulture services in PEC University of Technology, Sector 12 Chandigarh.**

Respected Sir,

Having examined the bid documents of e-tender for providing Gardening & Horticulture services in PEC University of Technology, I/ We \_\_\_\_\_, offer to provide the services and deliver items in conformity with the said tender provisions for sums as may be ascertained in accordance with the schedule of prices provided in the financial bid on-line.

We undertake that if our bid is accepted we will provide the services as per requirement of the institute.

And if our bid is accepted we would provide bank guarantee of a sum equivalent to 5% of the cost of tender for the entire duration of the contract.

We agree to keep this bid valid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We have noted the contents of tender document and agree to abide by its terms and conditions.

The technical bid along with all other requisite documents is enclosed herewith.

Dated:

Signature of the bidder with seal



**Annexure-II**

**(Bidders particulars)**

1. Name of Person/ Organization/ Firm/ Bidder: \_\_\_\_\_

2. Complete office address: \_\_\_\_\_

\_\_\_\_\_

3. Name & residential address of the person to whom all references should be made regarding this tender \_\_\_\_\_  
\_\_\_\_\_

Landline Telephone: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Id: \_\_\_\_\_

Dated:

Signature of the bidder with seal

**Annexure-III**

(Certificate of works/ contract by the bidder)

It is certified that during the last five years, my/ our firm has provided/ been providing Gardening & Horticulture or similar service to various organizations as per details given below:

<b>S. No.</b>	<b>Name of Organization</b>	<b>Address of location/ contact person/</b>	<b>Period From : To</b>	<b>Number of personnel deployed</b>
1.				
2.				
3.				
4.				
5.				

It is further certified that no penalty of any kind has been imposed on our firm for any reason whatsoever by any of the above organizations during the last five years and we do not have any previous record of premature termination any of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

Dated:

Signature of the bidder with seal

**Note:** The certificate must be given on the letter head of the organization/ bidder with latest phone numbers.

**Annexure-IV**

(Certificate for work/ performance in respect of a running contract)

To Whom It May Concern

It is certified that M/s. ...., has/ have been providing Gardening & Horticulture or similar service to our organization at our premises (address of ..... location) .....  
..... from ..... to ..... The firm has deputed ..... personnel for this purpose.

During the above mentioned period the work of the agency has been satisfactory.

Place:

Dated:

Signature with seal  
(Authorized Signatory)

**Note:** The certificate must be given on the letter head of the organization with latest phone numbers.

**Annexure –V**

(Affidavit for Non blacklisting and competency)

**Affidavit**

I/ We \_\_\_\_\_ Contractor/ Partner/ Sole Proprietor of the firm \_\_\_\_\_ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That I have gone through the tender document for providing Gardening & Horticulture services in PEC University of Technology, Chandigarh. The terms and conditions for the contract are acceptable to me/ us and we will provide necessary equipment, implements, consumables and services as mentioned in the scope of work. I/ we will abide by the terms and conditions of the contract in letter and in spirit.

Place:

Dated:

Deponent

**Verification**

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

**Note:** The above affidavit is to be furnished on a non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate.