

e- Tender for lifting and transportation of General Waste, UHS, Rohtak  
**PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

**E-tender Cost:- Rs.2,000/-**

Office of the Registrar  
Pt. B.D Sharma, University of Health Sciences, Rohtak

**Annexure –I**

Sr. No. of E-tender	
File No.	
Subject	Deployment of:  i) Cooperative Labour and Construction Societies consisting of all Schedule Caste members or ii) Agency for lifting and transportation of General Waste from whole of the UHS Campus, Rohtak (two times in a day or as per requirements) to Municipal Corporation Dumping Area at Rohtak for one year which is extendable maximum of another one year subject to satisfactory services at University of Health Sciences (UHS) Campus, Rohtak. <b>Preference should be given to Cooperative Labour and Construction Societies consisting of all Schedule Caste members and in case no bid is received from the same then the bid of other Agencies will be considered.</b>

The Registrar  
Pt. B.D Sharma, University of Health Sciences,  
Rohtak - 124001  
Dear Sir/Madam,

1. I/We hereby submit our documents against the above cited e-tender for Deployment of Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency for lifting and transportation of General Waste from whole of the UHS Campus, Rohtak (two times in a day or as per requirements) to Municipal Corporation Dumping Area at Rohtak for one year which is extendable maximum of another one year subject to satisfactory services at University of Health Sciences (UHS) Campus, Rohtak.
2. I/We am/are now enclosing proof of online submission of e-tender fees and EMD.
3. I/We have gone through all terms and conditions of this e-tender before submitting the same and agreed to all the terms and conditions, stipulated by the Pt. B.D Sharma UHS Rohtak, in this connection.
4. I/We have noted that over written entries shall be treated as deleted unless duly cut & re-written and initialed.
5. e-tender should be duly signed (No thumb impression should be affixed) by the proprietor/ authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within two weeks from the issue of the letter of acceptance / offer, failing which my / our security money deposited may be forfeited and I / we may be penalized by the authority as per conditions laid down and my / our name may be removed from the list of bidders of present contract.

Yours Sincerely

Signature with rubber stamp  
of E-tenderer with full address

Witness with full address and contact No. \_\_\_\_\_

Witness with full address and contact No. \_\_\_\_\_

Witness with full address and contact No. \_\_\_\_\_

Witness with full address and contact No. \_\_\_\_\_

e- Tender for lifting and transportation of General Waste, UHS, Rohtak  
**PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

**Note:-**

1. All terms & condition such as statutory liabilities, taxes etc. have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
2. The forwarding letter / Annexure - I duly signed form part of e-tender and should be submitted along with e-tender documents failing which the e-tender shall be rejected.
3. E-tender not accompanied with online submission of e-tender fees/ EMD/Bid security along with Techno-Commercial Bid shall be summarily rejected.
4. Instructions to Bidder on Electronic E-tendering System. Registration of bidders on e Procurement Portal:-
  - Detailed instructions may be seen under "Help for Contractors" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
5. Information about Digital Certificate.
  - Detailed instructions may be seen under "Information about DSC" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.
6. Instructions about Online Payment of E-tender Document Fee/ e-Service Fee /Earnest Money
  - Bidders have to pay Earnest Money Deposit (EMD), E-tender Document Fees & e-Service Fees as per detail given in e-tender document. For detailed instructions refer to-FAQ for Online Payment available at Home Page of "NIC e-Procurement portal-<https://etenders.hry.nic.in>.
7. Important Instructions & Help manual for Online bidding:
  - Detailed instructions may be seen under "Bidders Manual Kit" option available on Home Page of NIC e-Procurement portal [i.e. https://etenders.hry.nic.in](https://etenders.hry.nic.in).
8. Other General issues
  - Solutions of general queries may be seen under "1-AQ" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.  
**HELP-DESK SUPPORT**
9. Office Timings of Help-desk support & Contact Details:-
  - The detail may be seen under "Contact Us" option available on Home Page of NIC Procurement portal i.e <https://etenders.hry.nic.in>,
10. For support related to Haryana E-tenders in addition to Helpdesk.-
  - In addition, For support related to Haryana E-tenders in addition to helpdesk you may also contact to following,- Email- ID- [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com) **Telephone No.- 0172-2700275**

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No. MG-II/2023/4068

Dated: - 03.05.2023

**NOTICE INVITING E-TENDER FOR LIFTING AND TRANSPORTATION OF GENERAL WASTE**

The Registrar, Pt. B. D. Sharma University of Health Sciences, Rohtak invites e-tender under Two-Bid system from Cooperative Labour and Construction Societies consisting of all Schedule Caste members or agencies, having capacity to provide services of lifting and transportation of general waste in suitably covered transport vehicle as per government norms for **one year which is extendable maximum to another one year**, through e-tendering system.

Name of work & file reference	E-tender Cost (in Rs.)	EMD/Bid Security (in Rs.)
Deployment of:  i) Cooperative Labour and Construction Societies consisting of all Schedule Caste members or ii) Agency for lifting and transportation of General Waste from whole of the UHS Campus, Rohtak (two times in a day or as per requirements) to Municipal Corporation Dumping Area at Rohtak for one year which is extendable maximum of another one year subject to satisfactory services at University of Health Sciences (UHS) Campus, Rohtak. <b>Preference should be given to Cooperative Labour and Construction Societies consisting of all Schedule Caste members and in case no bid is received from the same then the bid of other Agencies will be considered.</b>	2000/=  (Rupees Two Thousand only)	i) Rs. 17500/- (1% of the total cost for Cooperative Labour and Construction Societies consisting of all Schedule Caste members)  ii) Rs. 35000/- (2% of the total cost for other Agencies)

**Estimated cost is Rs.17.50 lakhs for one year.**

The e-tender form can be downloaded from e-tender link available on the UHSR websites: [uhsr.ac.in](http://uhsr.ac.in) and from website: [etenders.hry.nic.in](http://etenders.hry.nic.in). The cost of e-tender and Earnest Money Deposit (EMD) and e-service fee Rs. 1000/- + 18% GST (Non refundable) have to be online deposited in Registrar, UHSR Account No 39004947732, IFSC Code SBIN0004735, Branch Medical College, Rohtak before the closing date. Non submission of e-tender cost and EMD would lead to rejection of the e-tender.

Last date for submission / receipt of e-tender(s) is **11/06/2023 up to 05:00 PM** and Technical Bids will be opened by the e-tender Opening Committee in the presence of e-tenderers or their authorized representatives who wish to be present on **12/06/2023** in the committee room O/o Medical Superintendent, PGIMS, Rohtak at **12:00 Noon**. In case any holiday falls on the day of opening, the e-tenders will be opened on the next working day at the same time. The e-tenders received after the above said scheduled date and time will not be considered. No e-tender by fax will be entertained. For more information please log on UHS, Rohtak websites: [uhsr.ac.in](http://uhsr.ac.in) and [etenders.hry.nic.in](http://etenders.hry.nic.in). The Pre bid meeting will be held on **19/05/ 2023 at 12:00 Noon** in the Committee Room, O/o Medical Superintendent.

**NOTE:-** It is clarified that no hard copy of the bid document/ supporting documents shall be accepted. Only the documents which have been uploaded on e- portal shall be considered. If any document is found missing from the uploaded document from the website, it will be the responsibility of the bidder.

-sd-  
**REGISTRAR**

**INSTRUCTION TO BIDDERS**

1. Please enclose the following supportive essential documents before submission of e-tender enquiry duly filled & signed in all respect:-
  - i) Registration certificate of Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency/ company under Companies Act/ other relevant act, duly attested by the 1<sup>st</sup> Class Magistrate /Notary Public
  - ii) Experience of lifting of general waste from any Government or Private Organization.
  - iii) The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall submit the copy of registration under GST.
  - iv) Proof of online submission of Earnest money and e-tender fees as mentioned in e-tender notice.
  - v) The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency should submit a certificate/ affidavit to the effect that it has not been blacklisted by any Govt./PSU/ Autonomous/Semi Government body of both central and any state government in the last five years.
  - vi) In the case of partnership, the Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid. Memorandum of understanding/partnership deed shall be provided in case the bidder is a partnership. One of the members of the partnership, to be nominated as in charge and this authorization shall be covered in the power of Attorney signed by the legally authorized signatories of all members of partnership Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency. Managing Director can authorize any person/authorized signatory.
  - vii) The bidder shall submit full details of his ownership and control.
  - viii) Bidder shall submit a copy of TAN & PAN card under the Income Tax Act.
  - ix) Bidder must submit copies of all documents required, duly self attested, along with technical bid of the e-tender.
  - x) Self attested one recent passport size photograph(s) of the authorized person(s) of the Cooperative Labour and Construction Societies consisting of all Schedule Caste members and Agency with name, designation, Office / Residential address and office Telephone numbers, Fax No. whether the bidder is a sole proprietor/ partnership Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency and if partnership Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency, names addresses and telephone numbers of Directors/ Partners also
  - xi) Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency commission or any payment which may be construed as Cooperative Labour and Construction Societies consisting of all Schedule Caste members and an Agency commission has been or will be paid and that the e-tender price will not include any such amounts. If the authorities subsequently find any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.
2. One Bid per Bidder:- Each bidder shall submit only one e-tender either by himself or through authorized person.
3. Cost of Bid:- The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and Pt. B. D. Sharma, UHS, Rohtak shall in no case be responsible or liable for those incurred costs, regardless of the conduct or outcome of the e-tender process.
4. Visit to Department:- The bidder is required to provide lifting and transportation of general waste services to Pt. B. D. Sharma, UHS, Rohtak and is advised to visit and acquaint themselves with the operational system. The cost of such visit and survey shall be borne by the bidder. The Bidder shall certify that he has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the e-tender documents.
5. The E-tenderer should submit his e-tender in three parts i. e. (i) Earnest Money (ii) Technical Bid (iii) Price Bid. Each part should be submitted as under:-

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- (i) Earnest Money and e-tender fees should be submitted through online mode as per detail given in the e-tender.
  - (ii) Technical Bid should be uploaded with all relevant documents on the e-tender link available on the UHSR websites: uhsr.ac.in. and website: etenders.hry.nic.in.
  - (iii) Price Bid should be uploaded on the e-tender link available on the UHSR websites: uhsr.ac.in. and website: etenders.hry.nic.in.
  - (iv) The last date of submission of e-tender is **on 11.06.2023 at 05:00 PM** and should be addressed to the Registrar, Pt. B.D Sharma UHS, Rohtak.
6. The bidder is expected to examine all instructions, Forms, Terms and conditions in the e-tender document. Failure to furnish all information required by the e-tender document or submission of e-tender not meeting the eligibility criteria responsive to the e-tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
  7. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the e-tender document.
  8. The bidder shall check the pages of all documents and in the event of discovery of any discrepancy or missing pages, the bidder shall inform the Office of the Registrar, Pt. B. D. Sharma, UHS, Rohtak before submitting the bid.
  9. In case the bidder has any doubt about the meaning of anything contained in the e-tender document, he shall seek clarification during the PRE BID MEETING on the designated date and time as per Notice Inviting e-tender. Any such clarification if agreed to by Pt. B.D Sharma UHS Rohtak would be issued as addendum to the e-tender document on the Pt. B.D Sharma UHS, Rohtak web site only and issued bid document shall stand corrected / detailed to that extent.
  10. Except for any such written clarification by the Department, which is expressly stated to be an addendum to the e-tender document issued by the Office of the Registrar, Pt. B.D Sharma UHS, Rohtak no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.
  11. Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters or interpretation.
  12. The bidder shall, on or before the date given in the Notice Invitation to E-tender, submit his bid through the e- portal.
  13. One copy of the e-tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
  14. Bid shall be addressed to the Registrar, Pt. B.D Sharma UHS, Rohtak and submitted through e- portal as described above.
  15. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the E-tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the e-tender document in respect of the Services related to lifting and transportation of general waste at Pt. B.D Sharma UHS, Rohtak. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, as approved by Dy. Commissioner, Rohtak, ESI, EPF contributions, service charges / Admn. Charges, excluding all kinds of taxes as applicable etc. which should be clearly stated by the contractor (Please refer Annexure-VI).
  16. The rates quoted by the Bidder shall be exclusive of GST as applicable.
  17. Conditional bids / offers will be summarily rejected.

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18. The Form of Bid should be completed in all respects duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership Cooperative Labour and Construction Societies consisting of all Schedule Caste members and Agency, bid shall be signed by a duly authorized representative and relevant power of attorney shall be attached.
19. The contract shall be valid initially for one year but to be reviewed after completion of one year period and may be extended for another one year, subject to satisfactory services only.
20. Any e-tender not accompanied by Bid Security shall be rejected.
21. Bid Securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No interest shall be payable on the same.
22. Bid Security of the successful bidder shall be returned on receipt of Performance Security/ Bank Guarantee in the Department and after signing the contract agreement.
23. Bid Security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of Pt. B.D Sharma UHS, Rohtak) during the period of E-tender validity.
24. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security/ Bank Guarantee within the time as specified by the Department.
25. The bidder shall submit one copy of the e-tender document and addenda, if any thereto, with each page of this document signed and stamped to confirm the acceptance of the terms & conditions of the e-tender by the bidder.
26. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
27. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary or correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.
28. The e-tender shall remain valid and open for acceptance for a period of 06 months from the last date of submission of e-tender.
29. The authorized representatives of the Pt. B.D Sharma UHS, Rohtak will open the Technical Bids in the presence of the Bidders or their representatives who may choose to attend at the appointed place, date and time.
30. The bid of any bidder who does not meet the eligibility criteria and / or has not complied with one or more of the conditions prescribed in the terms & conditions will be summarily rejected. Technical evaluation of only eligible bids shall be carried out.
31. Incomplete/ Conditional bids will also be summarily rejected.
32. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.
33. Right to accept / reject any or all Bids: -
  - Pt. B.D Sharma UHS, Rohtak is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the e-tendering process.
  - Pt. B.D Sharma UHS, Rohtak may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the Departments/institution/local bodies/ municipalities/ public sector undertakings, etc.
  - If the successful bidder fails to furnish the performance security/bank guarantee or fails to execute the agreement, the authorities may terminate the contract. In such an eventuality, earnest money deposited shall stand forfeited.

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34. Pt. B.D Sharma UHS, Rohtak will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
35. The authorities will communicate the successful bidder by email and Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Department will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- The successful bidder will be required to execute an agreement in the form specified in Annexure –IV within a period of two weeks from the date of issue of Letter of Award but before the work is taken up for execution.
  - The successful bidder shall be required to furnish a Performance Security/Bank Guarantee within two weeks of receipt of 'Letter of Award' for an amount equal to 10% (**Ten Percent**) of the estimated total cost of the contract for one year, in the form of Bank Guarantee from a commercial bank in an acceptable form (Annexure –VI) in favor of the Registrar, Pt. B.D Sharma UHS, Rohtak. The Performance Security/Bank Guarantee shall remain valid up to clearance of all dues. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
  - Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.
36. The personnel (if any) hired by the service provider for this service shall for the purposes of this contract be the employees of the Cooperative Labour and Construction Societies consisting of all Schedule Caste members and Agency who will be responsible to provide all fringe benefits viz. PF, ESI facilities to them. The personnel (if any) so deployed by the Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency will not have any legal claim under provisions of Industrial Dispute Act and Contract Labour Act against Pt. B. D. Sharma UHS, Rohtak not being employees of Pt. B. D. Sharma UHS, Rohtak.
37. Penal Provisions:-
- (a) In case the service provider fails to commence the work as stipulated in the agreement, the University Authorities reserve the right to impose and recover penalty as detailed below:-
- (i) 2% (two percent) of cost of order/agreement per week up to four weeks delays in commencement of work.
  - (ii) After four weeks delay, the authorities may cancel the agreement and get this job carried out preferably at the same rate as of L1, from L2/L3 and on if L2/L3 does not agree then through any Cooperative Labour and Construction Societies consisting of all Schedule Caste members and other Agency from the other bidder. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall be black listed for a period of three years from participating in such types of e-tenders and his security deposit shall also be forfeited, if so warranted.
- (b) The service provider shall comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Acts, Contractual Labour (Regulation & Abolition Act 1970, EPF, ESI etc. with regard to the personnel (if any) engaged by him for lifting and transportation of General Waste. It will be the responsibility of the service provider to provide certified details of manpower deployed by him on monthly basis in the 'UHS' and to the Labour Department in the appropriate format by 3<sup>rd</sup> of the succeeding month. The default shall attract a penalty at the rate of 2% (two percent) per month on the monthly wages bill of the concerned month.
- (c) If the contractor is found that he is not providing the satisfactory services as per contract, the contractor may be penalized the amount of Rs.2000/- at first occasion, Rs.5000/- at second occasion and Rs.10000/- at third occasion. Even then, if the services are not improved by the contractor, then the authority will be at liberty to terminate the contract after issuing show cause notice and till the maturity of subsequent contract the continuation will be got done at the risk and cost of the contractor recoverable from his security /bank guarantee.
- (d) The competent authority for imposing the penalty shall be the Vice-Chancellor, Registrar, Director and Medical Superintendent.
38. The persons if so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues which the contractor is liable to pay under the various Labour Regulations and other statutory provisions (i.e. EPF/ESI).

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39. The contractor shall ensure compliance of General Waste Management Rules, 2016 and/ or any other statutory rules framed by the Government from time to time regarding General Waste.
40. The institute shall not be liable to the payment of any compensation to any of the staff so deployed by the contractor on duty for any accident suffered while lifting & transportation of the General waste.
41. The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall submit the bill in the MG Branch, Director Office, PGIMS, Rohtak on reimbursement basis on 1<sup>st</sup> of every succeeding month for making payment on the reimbursement basis. The payment will be released after the deduction of penalty, if any, imposed by the competent authority as per contract agreement. The Income Tax or any other statutory levy/tax as applicable will be payable by service provider and shall be deducted at source as per law. The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall also submit an affidavit/ undertaking along with the bill that the Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency has complied with all the applicable laws and have ensured statutory compliances to all its workers (if any) hired for providing the service under this contract.
42. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation/ damage/ expenses/ fines/ deaths of personnel while on duty. The concerned service provider personnel shall attend the court as and when required. Any liability arising due to penalty/ damages etc. from any statutory authorities like EPF/ ESI authorities etc. shall be borne only by the vendor and in no case the same shall pass on to the institute on any pretext by the vendor.
43. The Pt. B.D Sharma UHS Rohtak does not recognize any master servant relationship with any of the workers of the service provider. The contract worker (if any) hired by the Cooperative Labour and Construction Societies consisting of all Schedule Caste members and Agency is the employee of the service provider and can in no way claim any right for regularization of service with the Pt. B. D. Sharma, UHS, Rohtak.
44. The service provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall submit copies of acknowledgements as a proof of filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency in respect thereof, which may arise.
45. Force Majeure: - If at any time during the period of the contract, either party is subject to force majeure, which can be termed as natural disasters or, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or 21 days, whichever is more, either party may at its option terminate the contract.
46. Dispute Resolution: -
  - (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice-Chancellor, Pt. B. D. Sharma, University of Health Sciences, Rohtak.
  - (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
  - (c) The cost of Arbitration shall be borne by the defaulter. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall continue to be made in terms of the contract. Arbitration proceedings will be held at Rohtak.
47. Jurisdiction of Court: - The courts at Rohtak shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



(ON A STAMP PAPER OF RS.100/-)

**UNDERTAKING**

To

The Registrar,  
PT. B.D.Sharma UHS  
Rohtak.

Name of the Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency \_\_\_\_\_

Name of the e-tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in e-tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract labour Act and other statutory provisions like Provident Fund Act, ESI, Relieving Charges, thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

**(Signature of the Bidder)**

**Name and Address of the Bidder**

**Tel. No.**

**Fax No.**

**CHECK LIST FOR TECHNICAL EVALUATION**

Sr. No.	Documents asked for	Page number at which document is placed.
1	Bid Security (EMD) of Rs. 17,500/- for Cooperative Labour and Construction Societies consisting of all Schedule Caste members & Rs. 35000/- for other Agencies (Online deposition in the detail of account given in the e-tender)	
2	One self – attested recent passport size photograph of the authorized person of the Cooperative Labour and Construction Societies consisting of all Schedule Caste members and Agency, with name, designation, address and office telephone numbers. If the bidder is a partnership Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency, name designation, address and office telephone numbers of Director / Partners also.	
3	Self attested copy of the PAN card issued by the Income Tax Department with copy of Income Tax Return of the last financial year.	
4	The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency shall submit the copy of registration under GST.	
5	Registration certificate of Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency/ company under Companies Act/ other relevant act, duly attested by the 1 <sup>st</sup> Class Magistrate /Notary Public.	
6	Experience of lifting of general waste from any Government or Private Organization of Minimum two years.	
7	The Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency should submit a certificate/ affidavit to the effect that it has not been blacklisted by any Govt./PSU/ Autonomous/Semi Government body of both central and any state government in the last five years.	
8	Power of Attorney	
9	Confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this contract	
10	All documents required, duly self attested, along with technical bid of the e-tender.	
11	Remarks, if any	

**Note:- Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.**

(Signature of bidder)

Name and Address (with Seal)

Tele No.

Fax No.

**FORM OF AGREEMENT**

**(REQUIRED AFTER AWARD OF CONTRACT)**

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_ (month) \_\_\_\_ (Year) between the Registrar Pt. B. D. Sharma, UHS, Rohtak through (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND \_\_\_\_\_ (Name and address of the contractor) through Sh. \_\_\_\_\_, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Lifting and transportation of General Waste Services to the UHS, ROHTAK.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. Terms and Conditions;
  - c. Notice inviting e-tender;
  - d. Bill of Quantities;
  - e. Scope of work;
  - f. Addendums, if any; and
  - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Lifting and transportation of General Waste services w.e.f. \_\_\_\_\_ as per the provisions of this Agreement and the e-tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and e-tender document, the contract price of Rs. \_\_\_\_\_ (Amount in figures and words).
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
6. The Executing Officer for purpose of operation of this contract shall be as per intimation given to service provider within 15 days of award letter.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

**For and on behalf of the Contractor:**

**For and on behalf of the Registrar, Pt. B.D Sharma  
UHS, Rohtak**

Signature of the authorized official

Signature of the authorized officer

Name of the official

Name of the officer

Stamp/Seal of the Contractor

Stamp/Seal of the Principal Employer

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

On behalf of the Contractor in

On behalf of the Employer in

e- Tender for lifting and transportation of General Waste, UHS, Rohtak  
PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

**The presence of:**

Witness-I \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**The presence of:**

Witness-II \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**(Refer Clause 11.1.4 of the NIT)**

**(To be stamped in accordance with Stamps Act of India)**

1. This Deed of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and Registrar Pt. B.D Sharma UHS, Rohtak (hereinafter called the "Department") of the other part.
2. Whereas Pt. B.D Sharma UHS, ROHTAK has awarded the contract for lifting and transportation of general waste for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) ( hereinafter called the "contractor").
3. And Whereas the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. Now We the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Name of the Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contract and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee herein before contained shall not be affected by any change in the Constitution of the bank or the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

e- Tender for lifting and transportation of General Waste, UHS, Rohtak  
**PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_(month) \_\_\_\_\_(year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-I

Signature:- \_\_\_\_\_

Name:- \_\_\_\_\_

Address:- \_\_\_\_\_

Witness-II

Signature:- \_\_\_\_\_

Name:- \_\_\_\_\_

Address:- \_\_\_\_\_

**TO BE FILLED BY THE BIDDER**

**PRICE BID/ FINANCIAL BID**

- 1. Description of work:** “Deployment of Cooperative Labour and Construction Societies consisting of all Schedule Caste members or Agency for lifting and transportation of General Waste from whole of the UHS Campus, Rohtak” subject to fulfillment of other terms and conditions of the Service Agreement.
- 2. Analysis of the E-tender rate quoted:** Before filling the price bid, the bidder shall read the provisions given in the e-tender. The e-tenderer shall quote their rates in the following format:-

Sr. No.	Rates	Amount (In Rs)
1	Monthly Rates	
2	Annual Rates	

Note :-

I/We certify that I/We have read the terms and conditions as given in the Service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/Activities under this Agreement shall alone be responsible to provide the Services /Activities under this Service Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum wages as fixed or prescribed under the Minimum wage Act, 1948 along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Gratuity, Maternity etc. to his employees. The service Provider shall also have to observe compliance of all the relevant labour laws as applicable viz Payment of wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Haryana Contract Labour (R&A) Rules, 1974, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under from time by the Central or State Government and /or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Placed : \_\_\_\_\_

Signature of E-tenderer \_\_\_\_\_

Dated \_\_\_\_\_

Full Name of E-tenderer \_\_\_\_\_

Address \_\_\_\_\_

e- Tender for lifting and transportation of General Waste, UHS, Rohtak  
**PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

**Note:-**

1. The rates quote in the price bid shall include all kind of charges i.e. minimum wage as per DC rate, Rohtak, other statutory compliances like EPF/ESI etc, Service charge of the service provider and Payment of Government fees of using Municipal Corporation dumping ground as per applicable from time to time.
2. The e-tender will be awarded to the lowest bidder and in case of tie up, the decision will be taken by the draw of lot.
3. The contractor shall make the payment to its workers as per the above stated policy i.e. DC, Rohtak rates. If during the contract/ agreement period the DC, Rohtak rate are enhanced/ revised by the State Government/ centre Govt., then the enhanced rate will be reimbursed by UHS, Rohtak.
4. The contract shall be valid initially for one year but to be reviewed after completion of one year period and to be extended subject to satisfactory services only.
5. The bidders shall quote all rates in Indian Rupees in round figure.
6. All the columns shall be clearly filled in ink legibly or typed. The e-tenderer should quote the number, rates and amount e-tendered by him/ them in figures and as well as in words. Alterations, if any, unless legible attested by the e-tenderer shall disqualify the e-tender. The e-tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the e-tender liable for rejection.

**(Signature of the bidder)**

**Name and address (with seal)**

**Tel. No.**

**Fax No.**