



झारखण्ड केन्द्रीय विश्वविद्यालय, राँची
CENTRAL UNIVERSITY OF JHARKHAND, RANCHI
(संसदीय अधिनियम के तहत 2009 में स्थापित केन्द्रीय विश्वविद्यालय)
(A Central University established by an Act of Parliament in 2009)

25/5/18

Ref. No. CUJ/Estate/01/2016/248

Dated: 28/05/2018

Subject: QUOTATION INVITED FOR TREE CUTTING AND DISPOSAL OF CUT TREES.

TENDER CONDITIONS

The Prescribed Tender Document (non-transferable) can be obtained from 23-05-2018 to 07-06-2018, on any working days from 10.00 to 14.30 hours from the Estate Office, Central University of Jharkhand, Brambe, Ranchi on remittance of Tender Fees (non-refundable) as indicated in the tender notice. The cost of tender document should be deposited with the Accounts Section and the receipt shall be submitted in the Estate Office, Central University of Jharkhand, Brambe, Ranchi. OR The Tender Document can be downloaded from University's website. The bidders downloading the Tender Document from website should attach the tender fee in the form of Demand Draft for Rs.1000/- (One Thousand), drawn in favour of Central University of Jharkhand, Brambe, Ranchi, payable at Ranchi along with Tender Document. The Tender Notice will also be available on the website <http://www.CUJ.ac.in/tender> during the period 23-05-2018 to 06-06-2018.

1. The sealed tenders duly completed in all respects shall be deposited in the tender box kept for the purpose in the Estate office, CUJ by 15:00 Hrs of tender closing date 06.06.2018. Facsimile (fax) or email responses for this tender will NOT be accepted.
 - (a) Bidder should check any correction or corrigendum related to this tender notice and tender document on Website before submitting their offer.
 - (b) The tender documents in respect of the above work, shall be duly filled, checked and signed shall be submitted. Please note that tenders will be received by the Estate Officer (I/c), Central University of Jharkhand, Brambe, Ranchi on the due date mentioned above. Opening of Tenders will be in presence of such of those bidders or their authorized representatives who choose to be present.
 - (c) If the date of opening happens to be Bandh or Holiday, the tender will be opened at the same time on the following working day.
 - (d) Delivery of tenders by a courier service shall be the responsibility of the bidder and will be rejected if the envelope / package is delivered to the location other than which is stated in the document or misses the closing date and time.
2. The tender for the work will be based on single bid system having cover 'A' & cover 'B'. Cover A containing EMD and Cover B containing Tender Document only cover A & B shall be put in a separate cover 'C', which shall be sealed. You are requested to submit the tender document in double sealed cover with sealing wax addressed to the Estate Officer (I/c), Central University of Jharkhand, Brambe, Ranchi. The name of the work and reference to the Tender Notification is to be super scribed on the cover in capital letters the following:
THE TENDER NOTIFICATION/ENQUIRY REFERENCE. THE NAME OF THE WORK, OPENING DATE AND TIME, EMD FURNISHED DETAILS, BLANK IF IT IS BLANK TENDER AND ADDRESSED TO THE Estate Officer (I/c), Central University of Jharkhand, CTI Campus, Brambe, Ranchi.

No commercial or technical conditions or clarification of any sort shall be indicated by the bidder in Envelope Otherwise, the tender shall be liable to be rejected.

3. Cover A shall be opened at **Registrar Office**. In case the Earnest Money is not deposited or not in order, the tender shall be rejected and returned to the bidder unopened either on the spot if the bidder is present otherwise later by post. Only a mention to this effect will be made in the tender opening register.
4. The price of Tender Document is Rs. 1000/- only (One Thousand rupees only) (non- refundable). The Tender Document price may be attached to the Technical Bid in the form of Bank Draft in favour of "Central University of Jharkhand" payable at Ranchi.
5. The Tender Documents comprising of Price- Bid, Technical Bid and **Earnest Money Deposit** of Rs. 20350/- (Rupees Twenty Thousand Three Hundred Fifty) only (**refundable**) in the form of Bank Draft in favour of "Central University of Jharkhand" payable at Ranchi kept in the separate envelope super-scribed with the name of the same. The Tender Document must be enclosed with Earnest Money Deposit otherwise the tender document will be rejected. All the documents must be enclosed in a bigger size envelope super- scribed with the tender number and item name.
6. CUJ will not be responsible for any postal or other delays. Tenders received after the due date and time of receipt of tenders shall be treated as late tenders and shall be rejected. CUJ shall not take any responsibility whatsoever in respect of tenders lost or delayed in transit by post or otherwise.
7. The bidders who have downloaded the Tender Documents from CUJ Website should attach the tender fees DD along with Technical Bid. Two separate Demand Drafts should be taken for Tender Fees and EMD.
8. The Tender shall be valid for a period of 90 days, from the last date of submission of the tender.
9. Central University of Jharkhand, Brambe, Ranchi shall not be bound to accept the highest tender and reserves the right to reject any or all the Tenders without assigning any reason.
10. Late tenders and conditional tenders are liable to be rejected.
11. Bidders are required to write the item rate in figures as well as in words against each item, in case of any discrepancy between the two, those written in words shall take precedence. The rate to be inserted should invariably correspond to the "UNITS" given under unit column. Only in exceptional cases, the bidders shall be called upon to clarify the unit / rate in relation to the extended total given under the amount column.
12. The bidder shall not be at liberty to withdraw or modify his tender or any terms and conditions thereof before the expiry of said period. Bidders are expected to clarify only such points as asked for specifically by the Accepting Officer in writing. Any withdrawal or modification made within the said period constitutes breach of contract and the bidder shall be liable for damages to the Company in consequence thereof. He shall, in addition, forfeit to the Company the EMD.
13. All disputes arising out of agreement shall have jurisdiction or Ranchi High Court to determine the same.

14. Any tender which propose any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever is liable to be rejected.
15. **The following requirements shall be strictly complied with:**
 - (a) Bidder shall initial all correction, sign all pages of the tender documents and all the drawing accompanying the tender document before submission of the tender.
 - (b) Correction made in white ink will make the tender liable for rejection.
 - (c) The tender should be accompanied by a certified true copy of the power of attorney of the signatory of the documents, if required.
 - (d) Bidders shall ensure that their tender is dispatched well in advance, so that it reaches this Office before the time and date stipulated in the tender notification/documents.
16. Any error in description, quantity or rate in Price Bid or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according in respect of rates, specifications or from any of his obligations under the contract. In case of any discrepancy in the rates, quoted, amounts, sub-totals of the sections of the bill of quantities, grand total etc. the following procedure shall be adopted as final:
 - (a) In the event of any discrepancy between description in words and figures of rate quoted by the bidder, the rate quoted in words shall prevail.
 - (b) In the event of an error occurring in the amount column as a result of wrong extension of unit rate and quantity, the unit rate quoted by bidder shall be regarded as firm and the extension shall be amended on the basis of the rate.
 - (c) All errors in totaling in the amount columns and in carrying forward totals shall be corrected.
 - (d) Any occasions to include in the totals or to carry forward prime cost sums and / or provisional sums shall be corrected.
 - (e) The sub-totals of various sections of SCHEDULE OF QUANTITIES as amended shall be carried over to the Summary of Bill of Quantities and the tendered sum shall be amended accordingly. The tendered sum so altered for the purpose of the tender shall be substituted against the sum originally tendered and considered for acceptance instead of the original sum quoted by the contractor.
 - (f) The tendered rate of item(s) against which no rate/amount/empty/not applicable/blank/not quoted is entered by the bidder, shall be liable to be rejected.
17. Under no circumstances will a Father and his Son(s) or other close relations who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tender of both parties liable for rejection.
18. Each bidder must make his own estimate for the proposed work before submitting his bid and must satisfy himself by personal examinations as to the local conditions to be met while completing the specified work. He is not claim at any time after the submission of his bid that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions. **The bidders are advised to visit site & inspect the area where tree cutting needs to be carried out by making prior appointment with the Accepting Officer giving sufficient time.**
19. The submission of a tender by a bidder implies that he has read this notice and the condition of contract and has made himself aware of the scope of this tender local condition and other factors.

20. Tenders not submitted in the prescribed forms are liable to be rejected.
21. Earnest Money Deposit is compulsory for all the vendors including State Government / Statutory Bodies / Enterprises / Undertakings etc.
22. In case, the contractor/firm after quoting withdraw from the tender or refuse/delay in commencing the work or stop the work abruptly, their EMD/ SD, as the case may be, will be forfeited.
23. Bidder should check any correction or Corrigendum related to this Tender Notice on Website before submitting their offer.
24. No addendum(s) will be issued with 24 hours prior to bid closing. All addendums(s) become part of the tender documents and must be acknowledged and / or submitted as instructed with the bid. All addendum(s) will be sent to all contractors receiving a tender. The addendum will be posted on CUJ website. Any bid received without addendum(S) acknowledged and / or submitted as instructed will be rejected.
25. Should a bidder find any discrepancies or any of the tender documents or should be in doubt as their meanings, shall alone address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
26. The bidders shall depute their authorized representative at the time of opening the tender if they so desire. However such representatives shall be issued with authorization letter by the bidders with the signature of representative duly attested.
27. The bidder's workmen shall have to abide by the rules and regulations including safety and security regulations. Entry inside the works would only be against Gate Pass for his men and equipment for which bidder will have to apply in advance before commencement of work.
28. The bidder shall ensure that his workmen do not loiter around within the campus area. They shall not touch any material except the materials offered/sold to them. If any of his / their workmen even found violating these restrictions, the bidder shall be responsible for making good the loss to the owner on which owner's decision shall be final and binding.
29. The contract shall be treated as having been entered in to as soon as letter of acceptance is issued by Central University of Jharkhand, Brambe, Ranchi to the successful bidder and the period of contract shall be of 4 weeks from the date of acceptance. The contract shall be deemed to be completed as soon as the area is cleared by the bidder of the entire material allotted or on completion of the period of contract mentioned above, whichever is earlier.
30. The site may be inspected at the Campus between 10.00 a.m. to 4.00 p.m. on any working day with the prior permission of the Registrar, CUJ.
31. The prices submitted be inclusive of all costs doing the, including, Labour, benefits, equipment, operating materials, transportation of cut trees.

32. The Registrar, Central University of Jharkhand, Brambe, Ranchi reserves the right to accept / reject any or all the application/ proposal in full or part thereof without assigning any reason whatsoever & his decision on all matter in this regard shall be final & binding.
33. Total time allotted for tree cutting, removal of cut trees from site by paying the payment as per weighment is 4 weeks.
34. GST and other Government levies as may be applicable at the time of delivery are the sole responsibilities of the bidder.
35. The contractor shall indemnify and hold harmless the Central University of Jharkhand, Brambe, Ranchi , its officers and employees from and against any and all liabilities , claims, demands, loss , cost ,damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out the work attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible properly caused by acts of omissions of the contractor, its officers , agents , servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this contract.
36. PERIOD OF CONTRACT
The period of contract will 4 weeks from the date of issue letter of acceptance of offer by CUJ. Unless the trees are cut and are lifted from the site within the stipulated time, the contract or the quantity not lifted within the stipulated time shall be deemed to have been cancelled and CUJ shall be at liberty to dispose them off without prejudice to its right against the bidder(s). If further trees are left in the area allotted to the bidder(s) after the period of contract, CUJ may at its sole discretion give extension of time to bidder(s) on his written request and with a solid reason to complete the contract in all respects and the bidder(s) shall cut trees and remove it from site during the extended period also at the same contracted rate as provided for. The contract thereafter be treated as cancelled and CUJ shall be at liberty to dispose them off without prejudice to the right against the bidder.
37. GST, EXCISE DUTIES AND LEVIES
(a) All taxes including GST or other levies entailing on the transaction under any provincial, local or central statute in force for the time being or enforced hereafter having its impact on the transaction will be to Bidder's account.
(b) In case of incidence of GST on the transaction, the material will have to be transported by the bidder(s) through a Registered Public Transport Contractor across the state border and a copy of the Goods Receipt Note duly signed by the consignee will have to be sent by the bidder (s) to the consigner.
(c) The material to be purchased by the bidders shall be subject to all such duties (including excise duty) as maybe applicable from time to time and the same shall have to be borne by the bidders.
(d) The bidder(s) will be responsible to comply with provisions of the Central and State Excise and the Sales Tax Act of concerned State and the rules framed there under and also by the order or instructions issued in this behalf by the appropriate authority.
38. (a) The contractor shall cut the designated trees, shift & transport the cut tress for weighment by employing their own labour and transports at their own risk and cost from the designated site within the time stipulated in the terms and conditions of tender or within such time, as the

case may be, prescribed in the delivery order. The bidder(s) shall observe the rules only after fulfilling the provisions of payments and issue of Delivery Order by the Competent Authority. The contractor shall follow the procedure for taking the material out of the CUJ premises abiding by all labour laws; statutory provisions, safety regulations will be the sole responsibility of the successful bidder. The contractor shall note that no lifting will be allowed on weekly holidays and closed holidays of CUJ.

(b) If any damage or loss is caused to the employees or the property of the owner, or any claims are made against CUJ by reason of any act of commissions or negligence on the part of the bidder(s) or on the part of their agents, representatives or employees, CUJ Shall be entitled to recover such losses or damages or claim as may be ascertained by the owner (which ascertainment shall be final and binding on the bidder) from any amount due to the bidder(s) including the advances made/to be made by the bidder(s) as the Earnest Money/Security Deposit (as the case may be) without prejudice to recover such losses, damages or claim from any other money due or becoming due under any other transaction with CUJ or from the bidder(s) directly.

(c) The bidder(s) shall follow the owner's procedure in regard to the issue of Gate Passes for taking the material out of the owner's works. The bidder(s) shall use for the above purpose only truck/vehicles/cranes having area passes recommended by the owner and issued by appropriate authority. All the Motor Truck, Tractor, Trailers, Cranes and other material handling equipment of the bidder(s) shall be duly registered, taxes paid property and otherwise properly maintained in accordance with the Motor Vehicle or rules of any other acts rules in force. The CUJ shall allow a reasonable number of the bidder's authorized representatives, workers trucks at the sole discretion of the owner of entering in to the works site for the purpose of removal and transportation of the materials. CUJ shall have the right to ban entry of any of bidder's representative/workers/trucks at the sole discretion of the owner without assigning any reason.

(d) The bidder(s) will have to fulfil the safety rules, security rules and be governed by the rules under the Factories Act etc. for the representatives of the bidder(s) prevailing from time to time. The bidder(s) shall supply safety equipment and appliances to their workers at their own cost. It shall be entirely the responsibility of the bidder(s) to ensure that their vehicles are not driven with so high speed or prove to be potential threat to the safety of the traffic. Where speed limit has been fixed the bidder(s) and their drivers will strictly adhere to slow and safe driving inside the owner's works.

(e) The bidder(s) shall be fully responsible for the acts of their representative's workers and shall fully indemnify CUJ for losses, damages, sustained by CUJ. The CUJ will not be responsible for any claim from labour employed by the bidder(s). The bidder(s) shall wholly and fully be responsible for such claim for compensation either for accident or injury, death or damage caused during operation to their employees transport or to any of the owner's employees or to other or to the owner's property.

(f) The bidder(s) or any of their representatives, workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to CUJ. interest or shall not commit any acts of (a) misappropriation, pilferage or abetting misappropriation or pilferage of Owner's property or any attempt thereof offer or attempt to offer illegal gratification including offering bribe, reward or advantages etc. pecuniary or otherwise to any officer or employee of CUJ indulge in any malpractice namely but not limited to forgery, falsification or fabrication of documents, bills, vouchers, indents etc. in support of any claim against CUJ for any reduction of any liability or in connection with the work of CUJ or indulge in any other act which amounts to an offence punishable under the Indian penal code or any other enactment.

g) The bidder(s) shall abide by the Central, State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the bidder(s) to provide necessary insurance cover to their workers, labourers as may be required under the law.

39. TERMINATION / BREACH OF CONTRACT RISK PURCHASE

In the event of non-fulfilment of the terms and conditions of the tender and matters related thereto, by the bidder, CUJ shall have the liberty to cancel the contract with immediate effect for the material under the contract not taken delivery by the bidder as on that date in which case the security deposit/earnest money (as the case may be) shall stand forfeited.

40. SCOPE OF WORK: The contract is for tree cutting / Removal of cut trees at Central University of Jharkhand, Brambe, Ranchi, campus. The contract or will supply necessary labour, equipment for successful completion of the contract. Central University of Jharkhand has taken necessary approval from department of forests for cutting the trees. The work consists of following activities.

(i) Complete cutting, trimming and clearing of the tress in the designated area.

(ii) The removal of all wood.

(iii) Loading of cut wood in to the vehicles, making weighment and submission of weighment document to the University.

41. TREE REMOVALS:

Central University of Jharkhand will mark and specify every individual tree to be cut. No other trees shall be cut or trimmed to facilitate removal. The contractor shall supply a sufficient amount of labour and equipment to remove each tree in sections. The feeling of complete tree or any large section of one time shall not be permitted. The contractor must follow practices as per Jharkhand state forest department work manual.

42. WOOD:

The contractor shall be responsible for the complete removal and disposal of all wood. Wood may be temporarily stored up to maximum of ONE (1) day – on location approved by Central University of Jharkhand, Brambe, Ranchi. All the wood shall be disposed of within the contractual period.

43. DISPOSAL OF DEBRIS:

The contractor shall be responsible of disposal of all materials or debris resultant from the work, at no expense to the CUJ, in manner approved by CUJ.

44. EQUIPMENT:

The contractor may be required use a mobile crane in the performance of the operation. The contractor should take permission from Executive Engineer before mobilizing the crane. In case any power line clearance required from JSEB when operating near the power lines, the contractor must inform CUJ well in advance to avail line clearance from JSEB.

45. INCIDENTS:

The contractor must comply with Indian safety standards. All incidents with respect to personal injury, damage to CUJ infrastructure, public and private lands & properly and the environment are to be reported to CUJ.

Registrar

SECTION-I

TENDER ACCEPTANCE LETTER **(To be given on Company Letter Head)**

Date:.....

To,

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.....
.....

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender / Work:
.....
.....

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely:
.....
.....
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.....to(including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID PARTICULARS

1. Name of the Firm/Contractor : _____
2. Address of the Firm/Contractor : _____

3. Availability of demonstration of equipment : Yes / No
4. Tender cost enclosed: Yes/No if yes D.D. No. Bank Amount _____
5. EMD enclosed: Yes / No if (Yes) D.D. No. Bank _____

6. Technical Bid

The following documents are to be furnished by the Bidder along with Bid as per the tender document:

- i. Signed and Photo copy of appropriate value of valid registration certificate, PAN No and Tender Acceptance Letter (Section-I).
- ii. Signed and Photo copy of GST Registration
- iii. Signed and Photo copy of previous One year Income-tax / GST tax return,
- iv. TIN No, related Certificates, if any.
- v. Signed and original Schedule of Rate Proposal as per Section-III.
- vi. Signed and Photo copies of all other documents as mentioned under.

Dated :

Place :

Authorised Signatory with Seal

ORIGINAL**SCHEDULE OF RATE****FOR****Sub: Cutting / Cleaning of Saal Dead Trees, Grass, Fair Security, Insurance and Transportation of cut Trees.**

Sl. No.	Description of the item	Quantity	Unit/ Size	Rate	Total Amount
1	Cutting of Dead Trees in the University Campus including all tools, tackles, loading, unloading.	107 (Trees)	After Cutting the Trees		
2	Transportation Charge (Mechanical transport like Truck, Dumpers, Cranes, Tractor etc. will have to be arranged by the Contractor). including all tools, tackles, loading, unloading.	107 (Cutting Trees)			
3	Security Charge (if any)	107 (Cutting Trees)			
4	Insurance Charge (if any)	107 (Cutting Trees)			
5					
	Total Rs.				

(Rupees:)

Yours Faithfully,

Signature :

Name :

Address :

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