

// UTTAR GUJARAT VIJ COMPANY LIMITED //

: CIRCLE OFFICE, MEHSANA :

:: TENDER FOR THE WORK OF::

**“Annual Contract for Garden Maintenance at office
campus UGVCL Mehsana.”**

PR: - 318232

RFQ: - 43877

NAME OF WORK: Annual contract for Garden maintenance of office Campus UGVCI Mehsana.

SR.NO.	PARTICULARS	PAGE
1.	Tender Notice	1
2.	Special condition of contract	2
3.	Tender and contract for works(Booklet)	To be seen in the office.
4.	General specification for Civil works.	-do-
5.	Schedule-B (including notes)	
6.	Labour laws & P.F. No.	15

Superintending Engineer
C.O.-MEHSANA

ISSUED TO:

NAME OF WORK: Annual contract for Garden maintenance of office Campus UGVCL Mehsana.

Tender No. 85/2018

1	Estimated cost:	Rs 199563.15
2	Last date and time of issuing of blank Tender:	DateUp to 16.00 P.M.
3	Last date and time of acceptance of tender by R.P.A.D.	Date: - 04.07.18 On 15.00 Hrs.
4	Date and time up to which EMD amount will be accepted.	Date :- 04.07.18 On 15.00 Hrs.
5	Date and time of opening of Tenders: <u>Date:</u>	Date: - 05.07.18 On 15.00 Hrs. (If Possible)
6	Earnest Money Deposit By cash or D.D. in the name of UGVCL	Rs. 2000=00
7	Security Deposit	5% of the order value by successful tenderer.
8	Tender Fee:	Rs. 500+90(GST)=590 (Non refundable)
9	Time Limit of work:	12 (Twelve) months

**A.O.(EXP) C.O.
MEHSANA**

Note: Receipt No. by which EMD is paid should be clearly indicated on cover containing tender papers, along with name of work in block capitals.

Issued To:

TO BE FILLED IN BY THE TENDERERS:

1. Tender value (to be filled in by contractor)
2. Earnest Money Deposit paid vide Receipt No. & date.

Contractor's signature

NAME OF WORK: Annual contract for Garden maintenance of office Campus UGVCL Mehsana.

NOTE: To be attached with Schedule-B of the tender & shall form part of the contract.

1. All the column/rates/percentage rates in the Schedule-B should be filled in INK.
2. Rate quoted should include clearance of site (prior to commencement & after completion of work.) in all respect & held good for work under all in condition of moisture, weather etc..
3. The quantities given in the schedule are approximate only.
4. Certain changes may be incorporated during execution & as a result of it; there may be increase or decrease in the quantities. In such an event, it should be noted that the contractor shall not be entitled for extra claim on account of variation in the quantities. Payment shall be made-on the basis of actual quantities executed.
5. The rate shall be quoted both in words & figures. If there is any discrepancy between the rate quoted in words & figures, Rate quoted in word shall prevail.
6. Drawing attached with the tender are preliminary drawings for bid purpose only and the work shall be executed as per the instruction & as per the corrected drawing given at the time of execution. No claim shall be entertained on account of change/correction in the rate quoted by me/us will be valid upto three months & I/WE agree to abide by the above.

SPECIAL CONDITION OF CONTRACT :

Should this tender be accepted I/We hereby agree to abide by & fulfill all the Terms & provision of the TENDER CONTRACT FOR **Annual contract for Garden maintenance of office Campus UGVCL Mehsana.** AS APPLICABLE AND IN default thereof, to forfeit & pay to the Board the sums of money due.

- 2 The full value of the EARNEST MONEY DEPOSIT paid herewith, absolutely forfeited to the Company, should I/We not deposit the full amount the specified security deposit.

**SIGNATURE OF
CONTRACTOR**

SUPDT. ENGINEER
C.O. MEHSANA

Name of work: Annual contract for Garden maintenance of office Campus UGVCL, Mehsana

:: General Instructions to Tenderers ::

- 1.0 Tender is invited in two bid system. Bidder has to submit the two bids, i.e. technical and Price bid. Technical bid cover must contain two cover. 1. EMD cover and 2. Technical bid cover. EMD cover should contain DD/B.G./Receipt of tender fee and EMD and technical bid cover should contain Valid PWD/UGVCL Registration certificate of appropriate class, EPF certificate, Solvency certificate as demanded, List of orders executed in last three years, List of work orders on hand, details of personnel etc.. Bidders have to submit Technical Bid in hard copy, while Price Bid/Schedule-B in physical form will be accepted. For **Annual contract for Garden maintenance of office Campus UGVCL, Mehsana** from the contractors/firms who have executed works of similar nature and magnitude successfully and who are registered under appropriate class.
- 2.0 Tenders documents are in two bids system i.e. “Technical Bid” and “Price Bid”.
- 2.1 Technical bid is to be submitted in a separate sealed envelope and super scribing the envelope as “Technical Bid”. Technical bid should be submitted with documents as under, failing which tender is liable for rejection.
- (i) Solvency certificate issued from any Nationalized Bank amounting to Rs 1,00,000.00.(One lacks rupress only)
 - (ii) Separate EPF code No. allotted by RPFC.
 - (iii) Registration certificate in appropriate class as contractor in PWD/Irrigation/ Central Govt. undertaking/ State Govt. undertaking.
 - (iv) Latest income tax clearance certificate.
 - (v) Valid Labour License for a period for which contract is entrusted and for extended period if any.
 - (vi) Experience certificate.
 - (vii) Group Insurance A copy of the insurance policy of the insured Labourer’s under W.C. Act.
 - (viii) Details of equipments available.
- The above documents should be submitted in SCAN copies along with technical bid.
- In absence of any of the above, the tender of the party will be considered at the discretion of the UGVCL**
- 3.0 Bidders should complete the tender documents in all respects and they are to be signed with Company’s seal on all pages.
- 4.0 The bidders shall submit their offer without any deviations in general terms and conditions of the contract or in Technical specification/ Items. Tenders of such departing may also be rejected. Incomplete and conditional tenders shall not be considered.

- 5.0 UTTAR GUJARAT VIJ CO. LTD. reserves the right to split up the work covered in the scope of this contract amongst more than one contractor.
- 6.0 The rates shall be quoted both in words and figures as per unit specified in schedule-“B” in case of any discrepancy between the rates quoted in words & figures, rate quoted in words will prevail.
- 7.0 Intending bidders should submit their tenders after studying all tenders documents carefully and visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature, extent of the work involved etc.
Submission of tenders implies that bidders have obtained all necessary information and other datas required for executing the work. No claim for extra charges on account of any misunderstanding or otherwise will be allowed.
- 8.0 All approaches to the site shall be in the scope of bidders.
- 9.0 Bidders will not be allowed to give sub-contract of the works awarded to him for any, reasons what so ever without permission of the Engineer-in-charge.
- 10.0 In the experience certificate, contractor has to furnish the details of similar works executed by him along with the list of equipments, tools and tackles and manpower available with him along with the details of the same, which he intends to deploy on site of the work.
- 11.0 After opening of “Technical bid” no revised price bid from any bidders will be accepted.
- 12.0 Price quoted shall be firm, till overall completion of the work, under contract and there will not be any price escalation.
- 13.0 Date of opening of “Price Bid” will be intimated later on to those Bidders who are qualified in technical bid. “Price bid” of only qualifying bidders on the basis of Technical bid shall only be opened. Price bid of bidders, who are not qualified technically as per requirement of technical bid shall not be opened.
The decision of UGVCL in the matter will be final and no any claim will be entertained in this regard.
- 14.0 Offers shall be valid for the period of 120 days from the date of opening of price bid. Tenders shall not withdraw tenders during the validity period, failing which their EMD shall be forfeited during the said period of 120 days.
- 15.0 All the works shall be carried out as per specifications attached with the tender and relevant Indian Standard issued by Bureau Indian Standards. All materials procured should be confirming to relevant Indian Standard issued by Bureau of Indian Standard.
- 16.0 Tenders, which do not fulfill all or any of the conditions of the tender of incomplete in any respect, are liable to rejection.
- 17.0 UTTAR GUJARAT VIJ COMPANY LTD. reserves the right to reject any or all the tenders without assigning any reason thereof.

Signature of the Contractor
(With rubber stamp & Date)

Superintending Engineer
UGVCL,CO, Mehsana

Name of work: Annual contract for Garden maintenance of office Campus UGVCL, Mehsana

:: CRITERIA FOR PREQUALIFICATION ::

Name of Work:- Annual contract for Garden maintenance of office Campus UGVCL, Mehsana.

The following credentials are preferably required to consider the bid, technically qualified.

- 1] Details of similar jobs carried out in the name of his own firm of similar type in nature and magnitude along with documentary evidence such as satisfactory completion certificates / ongoing works from respective authorities etc. as per Schedule-I attached herewith. The documents should be attested,
- 2] Details of required machinery in his own possession and will deploy for this work, if the order will be issued, along with documentary evidence etc. as per Schedule-II attached herewith.

Signature of Contractor
Name, Seal Stamp.

Name of work: Annual contract for Garden maintenance of office Campus UGVCL, Mehsana

CONDITION OF CONTRACT

1. SCOPE:

The scope of work consists of execution of work as per tender condition, general safety clause and detailed specification mentioned in the tender documents & item description of Schedule-B.

The areas generally covered here under for gardening work are as under:

Annual contract for Garden maintenance of office Campus UGVCL, Mehsana.

The areas for gardening shown above are for guide line purpose & Engineer in charge may change the same at his own desecration which shall be binding to the contractor. The contractor shall execute each item as per the priority suggested by Engineer-in-charge. The sufficient labours shall be engaged to carry out the gardening work as per instructions.(Minimum 01 gardener required for full Day)

2. SECURITY DEPOSIT :

The contractor shall pay total 5 % of the contract value as security deposit by Cash(as per government rules) OR in form of DD in favour of “Uttar Gujarat Vij Company Limited” OR in form of Bank Guarantee. UGVCL will accept DD/BG of any Nationalized Bank, Scheduled Bank, Public Sector Banks & approved Private Sector Banks authorized to undertake Government business as notified at present and amended time to time by Government. UGVCL will not accept DD/BG issued by Co-operative Bank. The contractor shall pay total 5% of contract value as Security Deposit within 15 days of the issue of Letter of Intent / Letter of Acceptance. The work order will be issued only after payment of full SD amount at 5% of contract value as above.

The security deposit will be released by producing No objection Certificate from concern Office on completion of maintenance period or passing of final bill whichever is later.

3. TIME LIMIT

The time limit for completion of entire work is Twelve (12) calendar months from the date of commencement of the work.

4. EXTENSION OF CONTRACT:

UGVCL reserve the right to extend the order up to further duration of 02 (Two) months with proportionate increase in order quantity at the same rate , terms and conditions.

5. PENALTY for UNSATISFACTORY WORK/ENGAGEMENT OF WORKERS: If the contractor fails to carry out the work as per specifications/ tender terms, penalty will be imposed as under:

- If the contractor fails to carry out the work as per specifications, the appropriate reduced rate will be paid for unsatisfactory executed work as decided by UGVCL authority.

- UGVCL shall have right to carry out work from other agency at the risk and cost of contractor in case of default of contractor for non execution of work will be charged as penalty as well as cost paid to other agency by whom gardening work got executed till the work executed by you.

6 Taxes and Duties:

6.1 Goods & Service Tax (GST) :

The rates are excluding GST at the rate of 9% CGST plus 9% SGST or 18% IGST, under the GST Law or as applicable to Works Contract Services from time to time which will be paid extra on a given taxable goods and/or services.

The amount and % of GST should clearly be indicated separately. GST means all applicable Tax under GST Laws. (GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations)

Supplier/Contractor should charge GST in invoice at the rate as agreed to/mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier/contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier/contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid/ short paid to the government or fails to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier/Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate/code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

6.2 INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs/input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

6.3 STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory variation clause will not be applicable in case of Supplier/Contractor has opted for composition scheme under GST.

7 INSURANCE:

The contractor shall make arrangement at his own cost for insurance of his labourers and equipments etc. The UGVCL will not be responsible for any loss or damage to contractor's personnel and equipments.

8 AGREEMENT:

As per Company rules, you will have to enter into an agreement with the UGVCL on stamp paper of appropriate value in the prescribed Performa within ten (10) days of receipt of this work order.

The cost of stamp fees shall be borne by you. The tender with the specification, price schedules and contract document are to be signed by you. This letter and subsequent correspondence shall be deemed to be part of the contract. The payments of R.A. bills will be made only after the execution of the agreement.

9. TERMS OF PAYMENTS:

Payment will be made by running account bill in triplicate **quoting Order no, GST No. and other supporting documents(if applicable)** shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge of concerned to the Superintending Engineer, UGVCL,CIRCLE Office, Mehsana circle office, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within 30 (thirty) days from the presentation of the bills with required documents for payments. If the contractor does not submit the bill, within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure the said work in the presence of the contractor or his duly authorized agent, whose counter signature in the measurement shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

10. Mode of Payment:

You have to submit the confirmation/details for payment to be received through RTGS / NEFT option duly confirmed by bank as per attached format against bills pursuant to the work order issued by UGVCL. The payment against bills will be made within 30 (thirty) days by concerned circle office after submission of bills along with all the required supporting documents in all respects including "Recoveries", directly to bidders specified bank account after deducting TDS for Income tax, WCT etc.

11. GENERAL TERMS & CONDITION:

All the terms and condition of contract enumerated in tender specifications & commercial conditions mentioned in Web Tender will apply for carrying out this work. Whenever the terms and conditions mentioned in Web Tender conflict with those stated herein, latter shall prevail over former.

12. SPECIAL CONDITIONS OF CONTRACT:

All the special conditions of contract "GUJARATI ALPHABETS" enumerated in tender terms and conditions mentioned in Tender will apply for carrying out this work. Whenever the terms and conditions mentioned in Web Tender conflict with those stated herein, later shall prevail over former.

13. SAFETY CODE & MEASURES:

The work to be carried out observing safety code and measures enumerated in tender terms & conditions.

14. LABOUR LAWS:

The contractor shall have to strictly adhere to the Labour laws as prescribed by UGVCL and enumerated in Tender as per regarding license, payments, insurance, liabilities, pension scheme, provident fund, leave facilities, compensation on account of accident etc for laborers/persons engaged by them during the execution of this work.

15. ARBITRATION:

ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT AN TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERE TO, SHALL BE REFERRED TO THE “GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL” AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL ACT, 1992.

The reference to arbitration proceedings under this clause shall not:

- a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- b) Preclude the Engineer-in-charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
- c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
- d) Preclude the UGVCL from getting the work done by another agency.

Neither party is entitled to bring a claim to arbitration latest by the thirty days after the expiration of the defects liability period.

The provisions of the Arbitration & conciliation Act, 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992 and rules made there under shall apply to the arbitration proceeding under this clause.

Signature of the Contractor
(With rubber stamp & Date)

Superintending Engineer
UGVCL,CO, Mehsana

TERMS AND CONDITIONS REGARDING INDUSTRIAL LAWS AND OTHER RELATED MATTERS

1. Wages to be paid and time of payment etc. by the contractor.

A. The contractor will be required to pay minimum wages as per minimum wages act applicable and as revised from time to time by competent authority per day or as may be specified hereafter of rates under the related act whichever is higher. The wages of every contract labour employed by him under the contractor shall be paid by him before the expiry of 7th day from the last day of the month in respect of which the wages are payable [i.e. wages of a month have to be made him in the first week of the next month.]The payment shall be disbursed in the presence of management representative during the working hours in factory premises and the contractors shall get entries certified in the register of wages by the representative of the Board. Any default will result in cancellation of contract forthwith or also the contractor shall be punishable to the extent of the Rs.100/- fine per each day.

B. The contractor shall give his telephone number and address to the UGVCL so that in case of labour trouble etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor keep himself present through the working hours.

2. LABOURS LAWS

A. Person below the age of 18 years shall not be employed for the work.

B. No female shall be employed in the night shift between 7 P.M. to 6 P.M.

C. Contractor shall maintain a valid labour license under the contract labour [regulation and abolition] Act for employing necessary manpower to be required by him in the absence of such license the contract shall be liable to be terminated without assigning any reasons thereof.

D. The contractor shall at his own expenses comply with all labour laws and keep the Board indemnified in respect thereof. Some of the major liabilities under various and industrial laws which the contractor shall comply with are as under:

i. Payment contribution by way of employer's contribution towards provident Fund, Family Pension Scheme Deposit linked Insurance Scheme. Administrative charges etc. at the rate made applicable from time to time by Government of India or other Statutory authorities.

ii. Payment of deposit in respect of each contract at the rate of Rs.90/- with the office of Commissioner of Labour as per the contract labour [Regulation and Abolition] Act.

- iii. License fees as prescribed under the contract labour [Regulation and Abolition] Act and rules framed there under depending upon the number of workmen employed by the contractor and to keep all the register under the contract labour act.
- iv. Paid leave facility and wages as per provision of the payment of wages factories act at the rate of one day for every 20days of working.
- v. Identify cards as prescribed under the factories Act with photo affixed thereto the some for identification.
- vi. Payment of retrenchment compensation. Notice pay and other liabilities as per industrial disputes Act, Any payment to the contractor's employee arising out of any claim or Disputers under the Industrial dispute Act 1947 or any other labour laws.
- vii. Payment of compensation in case of accidental injury.
- viii. Provision of crèche if the female labours employed are more than 30 numbers.
- ix. Maternity leave as per the provisions of the maternity benefit Act.
- x. Bonus as per Payment of Bonus Act 1965.

3. Provident Fund & Pension Scheme

The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident Fund and Family pension scheme in respect of each concerned employee .Provident Fund and Family pension scheme the rate of 8.33% [of at the rate made applicable by the Govt. from time to time] of the wages. The contractor's contribution towards provident fund and family pension scheme shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

4. DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit 1/2% of the wages in respect of employees who is a member of the provident fund as the contribution/on to the deposit linked scheme with Regional Provident Fund Commissioner, Ahmedabad.

5. ADMINISTRATIVE CHARGES

Administrative charges for maintaining provident fund a/c. shall deposited by the contractor with Regional Provident Fund commissioner, Ahmedabad at the rates applicable.

6. PAID LEAVE FACILITY

Paid leave facility at the rate of one day for every twenty days worked by contractor labour shall provided by the contractor to his workers. He shall maintain leave records/leave card for individual laborer which shall be duly verified and approved/certified by the authorized officer of the board.

7. WORKMEN COMPENSION FUND AND EMPLOYER'S LIABILITY INSURANCE

The contractor shall cover all his employees workmen's compensation fund and under the liabilities insurance. The contractor shall employ adequate number of experienced staff at site

for daily supervision and for maintenance of various registers and record required under the law and contract. No payment for suspension shall be admissible.

8. CONTRACTOR TO IDEMNIFY THE BOARD

- i] The contractor shall indemnify the Board and every member officer and employees of the company, also engineer in charge and his staff against all actions proceedings claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred herein above elsewhere and against all actions proceedings, claims demands costs and expenses which may be made against the board of Government for or in respect of or Performance of his obligation under the contract document. The Company shall not be liable for or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and the contractor shall indemnify and keep indemnified the Board against all such damage and compensation and against all claims, demands proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- ii] The contractor shall deposit 15 days salary for every completed one year of service for each worker for the liabilities of gratuity.

9. WORKMEN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Insurance shall be affected for all the contractor's employees in the performance of this contract. If any of the work is subject the contractor's shall require the sub-contractor to provide workmen's compensation and Employer's liability insurance for the letter's employees unless such employees are covered under the contractor's insurance.

10. The company reserve the right to terminate this rate contract at any time during it's pendency without giving notice of termination or any reasons thereof.
11. The board will be entitled to deduct directly from the bills to be paid the contractor and sum/sums payable by you and which sum/sums the Board requires to pay as a principal employer an account of your default in respect of all liabilities referred to in above clauses. The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labor law in force from time to time from statutory authorities like State Government, Govt.. of India the contractor shall have to comply with.

Contractor's signature

SPECIAL NOTE:-

NAME OF WORK: Annual contract for Garden maintenance of office Campus UGVCL Mehsana.

GENERAL SPECIFICATION FOR CIVIL WORKS:-

This is not attached with the tender but as the Booklet forms part of the contract. The contractor may refer this booklet. General terms & conditions, UGVCL Specification P.W.D. specification volume I & II and other conditions from the office of the Superintending Engineer, UGVCL Circle Office, Mehsana and he is required to study the terms, conditions & specifications laid down in this booklet before quoting the rate in the tender.

No claim whatsoever on account of not referring the booklet shall be entertained.

Save Energy for Benefit of Self and Nation

UGVCL
Uttar Gujarat Vij Company Ltd.

CIN – U40102GJ2003SGC042906

Circle Office, Visnagr Road, Mehsana PH. No222423 Fax No.223057

Signatures of the contractor with full address

Superintending Engineer,
MEHSANA.