



Housing & Urban Development Corporation Limited (HUDCO)
A Government of India Enterprise under the administrative control of
Ministry of Housing & Urban Affairs, Govt. of India.

Tender For
Comprehensive Annual Maintenance and Operations Contract for Electrical & Mechanical Installations of Electric Substation and Equipment, Electrical items, water Pumps and Bore well in the Office Building (Basement + Ground + 4 Floors) for Housing & Urban Development Corporation Ltd., HUDCO Bhawan, Navarangpura, Ahmedabad.

Tender ID: - NO. /ARO/O & M(383T)/2023/01

Estimated Cost: Rs. 19.60 lakhs/-

Earnest Money: Rs. 39,200/-

Period of Contract: 12 (Twelve) Months

The Regional Chief,
HUDCO Bhawan, 2nd Floor, Ishwar Bhuvan Road, Navrangpura, Ahmedabad-380009

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PART- I

(Technical Bid)

NOTICE INVITING TENDER (NIT)

Ref. No. /ARO/O&M(T)/2023

20.05.2023

M/s. ____

महोदय/ Dear Sir,

Notice Inviting Tender – Comprehensive Annual Maintenance and Operations Contract for Electrical & Mechanical Installations of Electric Substation and Equipment, Electrical items, water Pumps and Bore well in the Office Building (Basement + Ground + 4 Floors) for Housing & Urban Development Corporation Ltd., HUDCO Bhawan, Navarangpura, Ahmedabad for the period of one year from award of contract.

2. ARO, invites e-tenders as follows:

Sr No	Particulars	Details
1	Name of Work	Comprehensive Annual Maintenance and Operations Contract for Electrical & Mechanical Installations of Electric Substation and Equipment, Electrical items, water Pumps and Bore well in the Office Building (Basement + Ground + 4 Floors) for Housing & Urban Development Corporation Ltd., HUDCO Bhawan, Navarangpura, Ahmedabad.
2	Period of Contract	One year from the date of award of contract. The contract may be renewed for further one year (if services are found satisfactory as per mutually agreed terms and conditions. The renewal shall be at the sole discretion of HUDCO.
3	Date of Tender	20.05.2023
4	Type of Tender	e-Tender

5	Availability of tender documents & submission of tender	https:// tenderwizard.com/HUDCO (Availability & submission) The tender document will be available on the website, until the last date of submission i.e. 15:00 Hrs of 05.06.2023 This tender including all relevant documents are to be submitted/ uploaded online through the said website only. Detailed guidelines/ procedures to submit e-tender have been mentioned elsewhere in this tender.
6	Selection of bidder	Based on the lowest amount (L1) quoted by the bidder for the contract period.
7	Pre-Bid meeting date,time and venue	31.05.2023 Conference room 2 nd floor HUDCO Bhawan, Navrangpura, Ahmedabad Gujarat
8	Last date for submission of Pre bid queries	11 AM ON 30/05/2023 on e-mail (aro@hudco.org)
9	Issue of corrigendum/ clarification (if any)	shall be available on HUDCO's website and e-Tender site, which would form part of the technical bid
10	Last date of bid submission	05.06.2023
11	Opening of Technical bid	06.06.2023
12	Opening of Price bid	To be notified separately to technically qualified bidders
13	Earnest Money Deposit	Rs.39,200/-
14	Security deposit	5% of the annual contract amount
15	Nodal Officer for correspondence and Clarification	Vimal Kumar Sharma, JGM(P)- 9227884424 Harshard Parekh SM (IT)- 9427318643 aro@hudco.org

16. Bidders are advised to visit the ARO Office building at HUDCO Bhawan, Navrangpura, Ahmedabad Gujarat, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the before quoting their rates.

17. The AMC contract is “as is where is basis” and successful bidder will have

to replace/repair any pre-existing faulty machinery/meter/part etc. at his own cost.

18. HUDCO reserves its right to accept or reject any bidder, either in whole or in part, without assigning any reasons for doing so and does not bind itself to accept the lowest or any tender at all.
19. Tenders which do not fulfill all or any of the tender conditions or are incomplete in any respect and tenders with the bidder's own special conditions are liable to be rejected.
20. The successful bidder shall execute an agreement with at his cost on non-judicial stamp paper at prevailing rates in accordance in the standard format within 14 working days from the date of issue of work order failing which bidders EMD may stand forfeited.
21. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the "Joint General Manager, (Projects)" who will review the queries and if information sought is not clearly indicated or specified, will issue clarifications to all the bidders, which will become part of the Tender Document. HUDCO will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of HUDCO before five working days prior to the date of submission of the tender.
22. Validity of offer will be for 180 days from the date of opening of price bids.

भवदीय/ Yours faithfully

Nishi Garg
Regional Chief
Ahmedabad Regional Office
HUDCO

FORM OF TENDER (to be submitted on the bidder's letterhead)

Regional Chief
Ahmedabad Regional Office
2nd floor HUDCO Bhawan
Ishwar Bhuvan Road
Navrangpura Ahmedabad 380009

SUB : Comprehensive Annual Maintenance and Operations Contract for Electrical & Mechanical Installations of Electric Substation and Equipment, Electrical items, water Pumps and Bore well in the Office Building (Basement + Ground + 4 Floors) for Housing & Urban Development Corporation Ltd., HUDCO Bhawan, Navarangpura, Ahmedabad.

Dear Madam,

1. I / We have examined the Scope of Works, Specifications, Schedule of Quantities, Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.
2. I / We have visited the site, examined the scope of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
3. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the item rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexure-II containing Special Terms and Conditions.
4. I / We agree to deposit interest-free EMD of through online transfer or Demand draft, before the submission of the tender.
5. I / We agree to deposit all taxes, levies, Cess etc., on account of service rendered by me to HUDCO, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I/We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will be not be changed by us.
6. I /we further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.
7. The rates quoted by me/us, excepting for the items where payment is for supply of

skilled/semi- skilled/unskilled labour, are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period. The payment of items in respect of skilled / semi-skilled/ unskilled labour will be revised as per the periodical revision in minimum wages published by State / Central Govt. from time to time.

8. We understand that HUDCO reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason there for.
9. We also agree that our tender will remain valid for acceptance by the HUDCO for 180 days from the date of opening of Price bid of the tender and this period of validity can be extended for such period as may be mutually agreed between HUDCO and us in writing. We also agree to keep the earnest money valid during the entire period of validity of tender.
10. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

Should this Tender be accepted, I / we hereby agree to abide by and fulfill all the Terms and Conditions and Provisions of the Contract Document.

Name of the person authorized to sign and submit the tender:

(Documentary proof in respect of Letter of Authority/Power of Attorney for signing of documents to be enclosed along with the Tender).

Yours faithfully

(Name and signature of the bidder)

Place:

Date :

Guidelines / Procedures for e-tender

E-procurement is facilitated by M/s. ITI Ltd. on behalf of HUDCO. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of e tendering

(A) Registration: -

The process involves bidder's registration with M/s. ITI Ltd e-procurement portal, which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Bidder's should possess Class III or above signing type digital certificate. Bidders are to make their own arrangement for bidding from a Personal Computer connected with Internet. M/s. ITI Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at <https://tenderwizard.com/HUDCO>

(1) Bidders are required to register themselves online with M/s. ITI Ltd and create own user id and password. Bidders will receive a system-generated mail confirming their registration in their email, which has been provided during filling the registration form. Bidders are advised to refer to the HUDCO e-tender manual for detailed guidance. In case of further clarification, please contact M/s. ITI Ltd, (before the scheduled time of the e- tender).

Primary Contact (M/s. ITI Ltd)			
Sr. No.	Name of the Person	Email	Contact Number
1.	Sunil Patel	<u>sunil.p@etenderwizard.com</u>	9624981992

(B) System Requirement: - refer tenderwizard.com/HUDCO

INSTRUCTIONS TO BIDDERS

1. Selection will involve following stages i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract. Bid will consist of two parts i.e. Technical Bid and Financial Bid.
2. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
3. Separate E-bids for the work - Technical Bid and Financial Bid shall be downloaded from the website of <https://tenderwizard.com/HUDCO> Tenders received after stipulated date/ time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of HUDCO to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.
4. **Earnest Money Deposit (EMD): Rs 39,200.00**
5. **The Earnest Money Deposit is to be submitted through online transfer of funds, before the submission of the tender, to the account number given below or through DD favoring HUDCO Ltd. in sealed envelop clearly marking " AMC Tender for electrical and mechanical installation" to be submitted at Ahmedabad Regional office before 05.06.2023.**

Name of the Account	HUDCO Ltd.
Bank Name	ICICI Bank
Branch Name	Corporate Road Branch
IFS code	ICIC0007627
Account Number	762705000157

6. No interest shall be paid on the EMD submitted by the bidders. EMD of unsuccessful bidders would be refunded after the award of work to the successful bidders.
7. Tender for which the EMD amount has not been received in our bank account will not be accepted by HUDCO except in case of MSMEs as defined in MSME Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations. Such exemption shall be given only on submission of proof.
8. The EMD of successful bidder shall be retained by HUDCO towards Security Deposit (SD). **The quantum of security deposit shall be 5% of the annual contract amount.** The successful bidder has to submit the balance amount of

security deposit within 10 working days of issue of work order. Security Deposit will be refunded after the expiry of the contract period. SD will not bear any interest.

9. Bidders are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
10. It may be noted that Financial Bid shall be opened only in respect of those bidders who have complied with the requirements as laid down in **Pre-Qualification criteria / technical bid**. The decision of the HUDCO in this regard shall be final. In the event of intending bidder's failure to satisfy the HUDCO, HUDCO reserves the right to reject the tender and not to open the price bid.
11. The Contractor shall make necessary arrangement for watch and ward of his materials at his own risk and cost.
12. If last date of receipt of Tender and opening date is any holiday, then submission and opening of Tenders / Quotations shall be shifted to next working day without change of time and venue.
13. The bidders should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional / Deviational Tenders may be rejected without making any reference to the bidders.
14. Rates should be filled in the Tender neatly and no overwriting shall be made. Corrections, if any shall be authenticated by subscribing signature of the bidder. The rates quoted should be written legibly in words and figures. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed.
 - a. When there is a difference between the rates in figures and in words the rate that corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
15. No advance shall be paid towards mobilization and cost of materials.
16. HUDCO will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the contractor. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect

HUDCO's staff and his employees against accidents from any cause and he shall indemnify HUDCO against any claims for damage on account of injury to person or property, resulting from any such accidents with necessary Insurance cover.

17. HUDCO will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should take necessary Insurance cover at his cost for his persons employed at site. The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and Contractors All Risk Policy) for the work at his cost and should be responsible for the safety of persons, employed by him. The Contractor shall be fully responsible and shall compensate HUDCO with suitable Insurance cover in the event of any damage to men or material, injury/damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and/or his employees or workmen. The insurance policy may be obtained in the joint name of HUDCO (to be appeared first) and the contractors respectively for the insured amount to the amount of at least 1.25 times of the tender amount and the original Insurance policy may be deposited in HUDCO. In case, no insurance policy furnished before commencement of the work, HUDCO will take the policy on behalf of the contractor and recover the amount of premium, interest on premium etc. from them. The decision of HUDCO in this regard shall be final and binding. The insurance policy shall be work and site specific.
18. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
19. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code Annexure-III as per Rules and Regulations in force.

PRE-QUALIFICATION CRITERIA

1. **The Bidder should be a valid licensed electrical contractor for state of Gujarat** and have a minimum experience of seven (07) years (as on 31/03/2022) of working with nature of works as briefly mentioned below.
 - I. AMC for Maintenance of HT / LT Electrical system and substation in office buildings
 - II. Maintenance and operations of Bore wells, water pumps, submersible pumps etc.
 - III. Internal & External Electrical works as mentioned below

(1) Repair & Maintenance of all electrical low tension (LT) installation (2) Repair, operation & Maintenance of pump sets, motor control panels, distribution boards & submersible water pump-sets/borewells, (3) Maintenance and repair of street lights, flood lights and other indoor/ outdoor luminaires, wall mounted and ceiling fans (4) Cleaning of switch-yards, meter panels and LT panels (5) replacement of old defective materials / equipment those are beyond economic repair with new ones, (6) Maintenance and repair of earthing system and lightning arrestors and (07) liaising with Electrical Inspector Inspector/lift inspector and other relevant statutory authorities,
2. The Contractors having experience of executing above types of works under AMC contract may apply with detailed certificates / credentials to the Regional Chief, Ahmedabad Regional Office, HUDCO, 2nd floor HUDCO Bhawan, Ishwar Bhuvan Road, Navragpura Ahmedabad 380009
3. **The contractors should meet following experience qualification criteria:**
 - I. Minimum 07 years' experience (as on 31.03.2023) in the field of Electrical Annual Maintenance Contracts, which include all the activities as listed in point no. 1 and 2 and should have at least one of the qualifying works carried out for Public Sector Undertakings (PSUs) /Banks/Govt. Office.
 - II. The bidders should have carried out similar works during last 07 years (ending 31.03.2023) with annual contract value (costing individually) not less than the amount as given in following table

SN	Experience Criteria	Amount of work
1	1 similar work during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than >>>>	19.60 Lakhs
	OR	OR
2	2 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than >>>>	11.76 Lakhs
	OR	OR
3	3 similar works during last 7 years (ending 31.03.2023) with annual contract value (costing individually) not less than >>>>	9.80 Lakhs

The bidders should have **Annual Turn Over of Rs 20 lakhs or more** during the **last three years ending 31 March 2023** supported with audited balance sheet / profit & loss statement or a registered Chartered Accountant certified statement of accounts.

The bidder should have their own office within the city / suburban areas of Ahmedabad or Gandhinagar. If the contractor belongs to any other city, details of branch office in Ahmedabad or Gandhinagar should be submitted.

Tender shall be accompanied by a copy of each of the documents like,

1. Articles of Association/Memorandum of Association/ partnership deed/ any other relevant document showing composition of the firm,
2. List of eligible work executed during last seven years,
3. Copy of valid license for carrying electrical work in State of Gujarat. If required, original certificates shall be produced for verification by the bidder and will be returned after verification.
4. PAN
5. GSTN Registration
6. Employee State Insurance Act registration,
7. PF registration,
8. Particulars of bankers & Bank account details.
9. Copy of three work orders of different firms.

10. The client-wise names of similar work(s), year(s) of execution of work (s) awarded, and actual value of executed work(s), reasons for delay (if any), names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed should be furnished in the prescribed format.
11. Details of works on hand (optional)
12. Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
13. The bidders should have applicable Tax registrations (PAN, GSTN TIN, TAN, etc.) and also registration with Provident Fund, ESIC, compulsorily, supported with documentary evidence and licenses, permissions, approvals issued by Labor enforcement and other statutory authorities, wherever applicable
14. Bidders should have a current bank account with a scheduled commercial bank.
15. HUDCO reserves the right to verify any or all the documents furnished by the Bidders with any authorities. HUDCO also reserves the right to cancel any or all the applications without assigning any reason thereof.
16. All the Bid documents should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
17. Applications containing false or inadequate information are liable for rejection and HUDCO reserves the right to blacklist those agencies.
18. The firms which do not fulfill prequalification criteria shall not be considered for selection and award of work.
19. The staff deployed by the firm at site should have adequate experience and knowledge in their respective works.

(Signature & seal of Authorized person on behalf of the Firm / Agency / Bidder)

Format of Technical bid

Comprehensive Annual Maintenance and Operations Contract for Electrical & Mechanical Installations of Electric Substation and Equipment, Electrical items, water Pumps and Bore well in the Office Building (Basement + Ground + 4 Floors) for Housing & Urban Development Corporation Ltd., HUDCO Bhawan, Navarangpura, Ahmedabad. For a period of one year 01.05.2023 to 30.04.2024

TECHNICAL BID
(To be submitted in a separately)

PART A

I . Company Details		
1	Name of the Agency	
2	Registration Number	
3	Registered Address	
4	Name of Partners / Directors	
5	Bidder Type	Indian / Foreign
6	City	
7	Postal Code	
8	Company's Establishment Year	
9	Company's Nature of Business	
10	Company's Legal Status	(Limited Company / Undertaking / Joint Venture / Partnership / Others)
11	Company Category	MSME / Others
II. Contact Details		
1	Title	Mr./ Mrs. / Ms./ Dr. / Shri
2	Contact Name	

3	Date of Birth	dd/mm/yyyy		
3	Correspondence Email			
4	Designation			
5	Phone Details	(LL)	(M)	
III. Other Details				
1	No of years in Existence Establishment Certificate issued by local body / Professional Tax receipt / GST Registration / Certificate of Incorporation / Partnership Deed			
2	No of years of experience (Minimum requirement of 7 years & Copy of supporting document to be uploaded).			
3	List of clients (Copy of minimum three work orders of different firms to be uploaded).	As per part B of Technical bid		
4	Annual turnover for last three years. (In Rupees) (Copy of audited financial statement of as per audited account and ITR of 2019-2020, 2020-21 & 2021-2022 to be uploaded).	2019-2020 (Amt. in Rupees)	2020-21 (Amt. in Rupees)	2021-2022 (Amt. in Rupees)
5	EPF Registration of (Copy of registration certificate to be uploaded).			
6	ESIC (Copy of registration certificate to be uploaded).			
7	GST No. (Goods & Service Tax) , copy to be uploaded.			
8	Copies of GST payment challan of last three months, (copy to be uploaded).			

9	<i>Copy of PAN card to be uploaded.</i>	
10	Valid Electrical Contractor License <i>(copy to be uploaded).</i>	
11	Bank Details: Name of Bank & Branch Address & Tele. No., Fax No Type of A/c & A/c. No. MICR code of Bank IFSC Code of Bank	
12	EMD Amount with details	
13	Any other information	

PART B

List of clients

	Name and Address of the Organization, Name, Designation and Contact Telephone / Fax No. of the Officer concerned	Details of the Contract (including total Manpower deployed)	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
A					
B					
C					
Additional information, if any					

DETAILS OF THE PREVIOUS CONTRACTS

	Name and Address of the Organization, Name, Designation and Contact Telephone / Fax No. of the Officer concerned	Details of the Contract (including total Manpower deployed)	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
A					
B					
C					
Additional information, if any					

List of documents to be submitted:

1. The bidder shall provide the details/ proof of following compliance.
 - (i) Copy of Income tax Return for last Financial Year.
 - (ii) Copies of GST payment challan of last three months
 - (iii) Copy of ESIC Registration Certificate with ESIC Code No and details of Office of ESIC with whom compliance is reported with period of reporting.
 - (iv) Copy of EPF Registration Certificate with PF Code No and details of Office EPF with whom compliance is reported with period of reporting.
 - (v) Copy of PAN card.

- (vi) Copy of audited financial statement for the last 3 years. (2019-20,2020-21,2021-2022)
- 2. Copy of PF returns for last year along with challans deposited with PF office.
- 3. Establishment Certificate issued by local body / Professional Tax receipt / GST Registration / Certificate of Incorporation / Partnership Deed as per III (1) of technical bid.
- 4. Copy of MSME registration certificate, if applicable.
- 5. Copy of three work orders of different firms.
- 6. Three similar work each of value not less than Rs.9.80 lacs or two similar works each of value not less than Rs.11.76 lacs or one similar works of value not less than Rs.19.60 lacs.
- 7. Valid Electrical Contractor License.

Date :

Signature :

Name of Authorized Person:

Name of Agency:

Seal

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment. Name and address of contractors/ service providers with phone nos.

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.....
.....

1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/ NEFT/ IFS Code	
6	Type of account (Savings, current, etc.)	
7	PAN Number	
8	GSTN Number	

Signature

Please attach (1) a photocopy of one cancelled cheque leaf of the above Bank account and (2) copy of PAN card and (3) allotment letter / registration letter under GSTN.

General terms and condition

1. The Contract shall initially be valid for a period of One year and may be extended for further period based on satisfactory performance and with mutual consent, as per the same rates, terms and conditions.
2. Ahmedabad Regional Office, HUDCO reserves the right to terminate the contract by serving one month's notice if the services of the contractor are not found satisfactory. The Contractor may also ask for the same by giving one month's notice but he has to provide the operation and maintenance facility for all Electrical and Mechanical Systems, Sub-Station and pump sets covered under this contract till the next agency is engaged.
3. Quoted rate for Service Charges should be workable, reasonable and should include incidental and all overheads and profits. **Service Charges less than One Percent (ie. Zero and its derivatives) will not be considered and such tenders shall be treated as Invalid.**
4. Rates should include all Taxes, Duties, Octroi, Levies, GST, etc., in accordance with various statutory enactments and should be firm for the entire Contract Period. **No increase in rates will be allowed during the entire Contract Period on this account. The rates will be considered for revision only in case of revision of statutory taxes like GST, as applicable.**
5. The tenderer should quote manpower charges in Financial Bid strictly in accordance with the minimum wages as decided by the Central Govt. for Ahmedabad City. If the rates quoted found below the minimum wages, tender will be rejected. Under any circumstances whatsoever, the manpower deployed shall not be paid wages below the Minimum wages declared by Central Govt.
6. **The rates quoted by the bidder shall remain unchanged during the period of contract except Manpower charges, which may be revised in case of revision of Minimum Wages by Central Govt. This revision will, however, be restricted to revised Minimum Wages only. If the revised Monthly Minimum wages remain less than the Quoted Manpower charges, no revision will be allowed.**
7. The tenderer shall pay at-least the minimum bonus to the staff deployed in accordance with the Payment of Bonus Act, 1965 irrespective of the profitability or otherwise of the tenders' business. The component of bonus claimed by the contractor through monthly bills shall be paid on annual basis to the staff deployed and proof of the same must be submitted to Ahmedabad Regional Office HUDCO failing which the amount of bonus paid to the contractor may be recovered from the performance security deposit.
8. The Contractor will be responsible for operations, maintenance, installation and repairs of equipment and supply consumable items as given in "**Annexure-IV**"

9. Materials used should conform to relevant BIS Codes. BIS and CPWD Specifications and method of measurement shall be followed as applicable. However, in the absence of the same, the decision of HUDCO will be final.
10. The bill will be paid on monthly basis.
11. Any discrepancy in settlement of bills may be brought to the notice of HUDCO within a period of one month after the settlement of the Bills. HUDCO will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.
12. GST and other taxes, as applicable, will be deducted from total payment due to the Contractors.
13. All works, complaints / instructions given by the respective authorities for works covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, HUDCO will be at liberty to get the work done through any other agency and the cost therefor shall be recovered from the Contractor at the discretion of HUDCO.
14. The Contractor should have valid license relating to his Contract **as per the existing laws and the workmen** employed by the Contractor should also have the experience and technical qualification in their trade.
15. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation Policy and (ii) Contractors All Risk Policy (CAR)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to HUDCO immediately after award of work. The **CAR** policies are required to be at least for 1.25 times of the contract value and the insurance policy may be obtained in the joint name of HUDCO (to be appeared first).
16. The Contractor shall be fully responsible and shall indemnify HUDCO with suitable Insurance covering the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of HUDCO in this regard shall be final and binding.
17. The contractor shall pay the personnel deployed in HUDCO Bhawan premises, their wages in accordance with the **Minimum Wages Act**, 1948 on a monthly basis as per Central government. The salary shall be deposited in the bank account of the deployed personnel by 7th day of the month. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution, as applicable in respect of the personnel deployed by them in HUDCO.
18. The successful bidder should maintain adequate working capital to meet the wage bills of the personnel deployed at HUDCO Bhawan. Contractor will not link payments to his staff deployed with the settlement of his bill by HUDCO.

19. The contractor will be responsible for timely payment to its personnel deployed in the premises and compliance of all statutory provisions and payments relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in HUDCO Bhawan. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor.
20. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulation/instructions in this regard.
21. **The contractor shall ensure that the payment is regularly credited to the bank account of the individual labour employed at HUDCO Bhawan premises and pay slips for respective payments are duly issued regularly.** HUDCO will ask for present/past pay slips and payment records related to ESI/PF to be submitted along with the monthly bill.
22. The persons to be deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of operational and maintenance work for Electrical System and Electrical Sub-Station, using appropriate materials and tools/equipment.
23. The Contractor should ensure the Health and safety measures of the employees. The Contractor should also conduct health check-up of the staff deployed before the deployment as well as at regular intervals of not exceeding three months, thereafter.
24. The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract and necessary action under Indian Penal Code also.
25. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
26. Ahmedabad Regional Office, HUDCO shall not be responsible for providing residential accommodation to any of the employee of the contractor.
27. For all intents and purposes, the contracting agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in Ahmedabad Regional Office, HUDCO. The persons deployed by the agency in Ahmedabad Regional Office, HUDCO shall not have claims of any Master and Servant relationship against HUDCO. HUDCO shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. HUDCO does not recognize any employee employer

relationship with any of the workers of the contractor.

28. The contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to HUDCO to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the contractor fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the HUDCO is put to any loss/obligation, monetary or otherwise, the ESIC will deduct the same from the monthly bills and/or the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
29. It will be the responsibility of the contracting agency to meet transportation, food, medical and any other requirements in respect of the persons deployed and HUDCO will have no liabilities in this regard.
30. The contracting agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. HUDCO shall, in no way, be responsible for settlement of such issues whatsoever.
31. HUDCO shall not be responsible for any financial or other injury to any person deployed by the service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
32. The Contractor at all times should indemnify HUDCO against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. HUDCO will not own any responsibility in this regard.
33. The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the HUDCO during the currency or after expiry of the contract.
34. The contractor will arrange all items needed for his staff viz. consumables, tools, machines and equipment's, etc. as per Annexure - VI
35. Ahmedabad Regional Office, HUDCO will provide space for storing materials, equipment etc. to the Contractor in the premises. The contractor will maintain a record of the stores which shall be opened to inspection by Ahmedabad Regional Office, HUDCO.
36. The successful bidder may have to sign an Integrity Pact if applicable.
37. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, HUDCO reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep HUDCO indemnified against all claims whatsoever in respect of the manpower deployed by it in HUDCO. In case

any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case HUDCO or its employee is made party and is supposed to contest the case, HUDCO will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to HUDCO or any person authorized by HUDCO, on demand. Further, the contractor will ensure that no financial or any other liability comes to HUDCO or its employee in this respect of any nature whatsoever and shall keep HUDCO or any employee of HUDCO indemnified in this respect.

38. Termination of agreement: "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 30 days**, to improve his services. If the contractor fails to improve his services within the Notice period, HUDCO shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period if

- a. in the opinion of the HUDCO (which shall not be called in question by the contractor and shall be binding on the contractor) the contractor fails or refuses to implement this agreement to the HUDCO satisfaction and/or
- b. the contractor commits a breach of any terms and conditions of this agreement and/or
- c. the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
- d. for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- e. there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of HUDCO to such variation.
- f. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from HUDCO by way of compensation, damages or otherwise.

39. The Contractor shall: -

- a. Provide all items and consumables to his staff as per Annexure-VI.
- b. Ensure that their managers / supervisors are equipped with mobile phones, and are available round the clock.
- c. Only deploy the workforce that is on his payroll.
- d. Ensure that the work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc.

shall be provided by the Contractor to his staff.

40.Scope of work and services for the premises:

- a. Details of the scope of work are enclosed at “Annexure-I”.
- b. Details of Tools & Equipments, consumables and items to be used at offices are given at Annexure-VI.
- c. The details of manpower requirement with qualification at Annexure V.
- d. The number of equipments, consumables, machines etc. except manpower mentioned in Annexure-VI is minimum. The contractor, however, shall provide all the resources, to meet the contractual obligations and under no circumstances whatsoever the contractor will claim anything on such account.

41.Variations

- a. The Ahmedabad Regional Office, HUDCO may order variations in the scope through a written variation order based on requirements. The payment for the variation shall be worked out on the basis of contract rates for manpower and/or CPWD rates for additional items of work.

42.All the matter of dispute arising out of this contract shall be subject to Courts of Ahmedabad jurisdiction only.

43. Regional Chief, HUDCO Ahmedabad reserves the right to award the Work in full or part to the successful bidder and also reserves the right to accept or reject any bid without assigning any reason and no claim whatsoever on this matter will be entertained. The decision of Regional Chief shall be binding and final.

44.Payment Procedure:

The Contractor will be paid wages for the no. of persons provided/ attended during the month. The wage per day will be calculated taking the no. of days in a month as 30 irrespective of the no. of days in a month.

Payment will be made in the first week of the succeeding month upon submission of the bill in duplicate. Payment of the bill will be based on duly verified attendance sheet in respect of the persons deployed. The payment to the persons deployed in Ahmedabad Regional Office will be made by ECS only by the Contractor / Agency and proof of payment of each month may be submitted with the bill for next month. **In case it is found that there is under payment**, the action including forfeiture of security deposit, black-listing of the contractor and cancellation of contract may be taken.

While submitting the bill for the next month, the services provider must file a certificate certifying the following along with ESI & EPF contribution sheet

downloaded from ESIC Insurance Portal:-

- a) Wages of workers were credited to their bank accounts on__ (acknowledgment by bank enclosed).
- b) ESI Contribution relating to workers amounting to Rs._was deposited on (Copy of Challan enclosed with contribution sheet).
- c) EPF Contribution relating to workers amounting to Rs._was deposited on (Copy of Challan enclosed with contribution sheet).
- d) We are complying with all statutory Labour Laws including Minimum Wages Act.
- e) The payment would be made on monthly basis on verification of attendance sheets, wage Register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster/ Attendance Sheet duly verified by the designated official of the concerned site/office, documents in support of salary disbursement through ECS. Workers of contractors should get the wages on the seventh day of each month and the contractor must maintain adequate working capital to meet the requirements of the wage payment. The payment of wages to the staff deployed by the contractor shall not be linked to the payment of bill by Ahmedabad Regional Office, HUDCO. If the contractor fails to provide proof of payment of statutory dues, his contract will be liable to be terminated after serving one month's notice. The Agency shall make payment of monthly wages to the deployed staff by ECS only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through ECS, the contract will be liable to be terminated security deposit will be forfeited and the contractor may be black listed
