



Name of the Bid: Bid for Providing Annual contract for comprehensive maintenance of Outdoor Garden and Indoor plants at UTI Tower, 'Gn' Block, BKC, Mumbai-400051.

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL) advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.utiitsl.com daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.utiitsl.com.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website.

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Annual contract for comprehensive maintenance of Outdoor garden and Indoor plants at UTI Tower, Bandra Kurla Complex, Mumbai.

Tender Notice

Sealed tenders are invited for the above mentioned work as per the schedule of specification and as per the conditions noted hereunder.

1. Tenders in sealed covers superscribing %Annual contract for comprehensive maintenance of Outdoor garden and Indoor plants at UTI Tower, Bandra Kurla Complex%and quoting the reference number of the letter forwarding the notice should reach to The Department of Administration, UTI Infrastructure Technology And Services Ltd latest by 23/12/2014.

- a. **The contractors are requested to inspect the site of work and confirm the site conditions before quoting the rates.**
- b. The quotations must be neatly typed / hand written. The bidder must attest all erasures and alteration made while filling the quotations. Overwriting of figures is not permitted. Failure to comply with either of these conditions is liable to render the quotation void.
- c. All the pages of Tender documents shall be sealed and signed by the contractor.
- d. Rate and amount should be written in words also.
- e. Only the tender form issued by the Company should be used.
- f. Corrections if any should be authenticated by the person who is signing the tender.
- g. The Tenderer should forward the Tender on their official letterhead only.

2) The completed tender documents should be addressed to Dy. Vice President (Admin), UTI Infrastructure Technology And Services Ltd, Gr. Floor, UTI Tower, %Gn+ Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051 and reach on or before 3.00 pm on 23/12/2014. The sealed tenders will be opened in presence of the authorized officials from UTI ITSL on the same day at 3.30 pm.

3) Intending tenderers who wish to be present at the time of opening the tenders may be present at the above office address.

4) The tenders received after the due date and time fixed for submission of tender. However, if company desires to extend the time limit it will do so by informing all the contractors either before the due date and time fixed for submission or after the due date and time.

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- 5) In case the due date for submission /opening of the tender is declared as a public holiday, the time limit will be automatically changed to the next working day at the same time.
- 6) In case tenderer does not wish to quote for the work, he should inform the same to the Company over letter on or before due date for submission of the tender.
- 7) The contract will be initially for a period of TWO years and same will be extended for further period and the compensation that may be mutually decided.
- 8) The contract will commence within 10 days from the date of the receipt of acceptance to the tender.
- 9) If the contractor commits default in commencing the work as required by the work order the Company shall be entitled without prejudice to any other rights or remedies available may terminate/ rescind the contract.
- 10) **Payments:** The payment will be released at the earliest in every month on submission of bill with supporting documents like PF, ESIC, Service Tax challans and joint inspection of the plants by your representative and after identifying the condition of the plants.

For absenteeism of the gardeners the appropriate amount will be deducted from the monthly bill.

The payment after deducting all the statutory deduction and any other amounts as may be deductible/ recoverable as per the terms and conditions of contract after receipt of the proper submission of the bill and inspection of the work.

- 11) Income tax, work contract tax and any other statutory deductions as per the prevailing rules will be effected from the payable amount and a certificate will be issued in these regards.
- 12) The Company reserves the right to accept/ reject summarily any/ all tenders in whole or part thereof without assigning any reason whatsoever and also does not bind itself to accept the lowest or any other tender, it will be opened to the Company to negotiate the terms with any of the tenders with a view to bring down the rates quoted, keeping in view the quality/ nature of work involved.
- 13) The Company takes no responsibility for delay or loss or non receipt of tenders after dispatch.
- 14) The tender for the work shall remain for acceptance for a period of Sixty days from the date of opening of tenders which period may be extended mutually and the tenders shall not cancel/ withdraw tenders during that period.

15. Contract period:

The rate quoted should be valid for a period of Two years from the date of acceptance of the tender. Hence the contract period is considered as 2 year. During the course of 2 years the rates accepted by the company should be firm. No escalation in rate shall be paid for the works/ services carried out during the contract period.

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No claim on account of fluctuation of rates of material and labor will be entertained during the course of work (From the date of acceptance of the tender till the issue of completion certificate). The sales tax, work contract tax or any other tax, levy, octroi, excise duty, tools, plants, transportation etc on the material /any element in the contract shall be payable by the contractor. The rates quoted shall be inclusive of all such taxes i.e. **the rates quoted shall be all inclusive.**

16) Termination/renewal.

The Company have the liberty to terminate the contract without assigning any reasons thereof by giving ONE month notice. However the contractor has to give notice of TWO months if he wishes to withdraw the services. The Company reserves the right to renew the contract after expiry of the initial contract period of 1 year on an escalated compensation that may be mutually agreed upon between the contractor and the Company. The terms and conditions except the compensation as spelt out in the tender notice/acceptance letter to the same shall be applicable strictly in the renewed period.

17) The contractors are requested to inspect the garden and the site conditions, conditions of the plants before quoting the rates.

18) The contractor shall be submitting photocopies/ originals of vouchers/ challans etc. for verification of actual purchase of any material, if so desires by the Company.

19) The contractor has to comply with all applicable acts, rules, regulations, requirement of law(s) for entering into maintenance contract and the Company will not in a way be liable or responsible for any default/ regularities/ penalties on the part of the contractor.

20) The contractor has to comply with the provisions of contract Labour Regulation & Abolition Act, 1970, Minimum Wages Act, and all other labour laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by appropriate authorities. The UTI ITSL shall not be held responsible for any penalty on failure of the above labour regulations; an indemnity to this effect is to be given.

21) It shall be the responsibility of the contractor to fulfill all obligations for the workers employed by him for the purpose of this contract and all statutory and other liabilities if any including minimum Wages Leave Salary ,Uniform, Gratuity, ESI, Provident fund, Workmen Compensation etc in connection therewith shall be discharged by the contractor alone.

22) In the event of UTI ITSL having to incur any liability, financial or otherwise on account of the workmen employed by the contractor towards Wages, Leave Salary, Uniform, Ex-Gratia, Gratuity, PF or any other dues the contractor and his heirs and successors do hereby agree jointly and severally to indemnify and keep the UTI ITSL and its successors indemnified against all Costs, expenses, losses or damages which the UTI ITSL or its successors have incurred /suffered or may incur /suffer in the process.

23) The Contractor shall be fully responsible and shall compensate the UTI ITSL in the event of any damage to men or material / injury / death as the case may be caused directly or indirectly due to the action of the contractor and or his agents/or his employees or workmen. The decision of the UTI ITSL in this regard shall be final and binding.

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- 24) The contractor shall obtain necessary permission that may be required for the purpose of this contract from such authorities as may be prescribed by law from time to time
- 25) The contractor /supervisor employed by the contractor shall visit the site at least once in a **WEEK** or as may be required by the Company for which no extra payment will be made.
- 26) The contractor has to provide uniform to the workmen engaged at the site and should also have a photo identity card.
- 27) The contractor shall be fully responsible and shall compensate the Company in the event of any damage to men, materials, injury/damage or death as the same may be caused directly or indirectly due to action of the contractor and or his agents and or his employees or workmen. The decision of UTIITSL in this regard shall be final and binding.
- 28) The contractor shall not employ any person who is prohibited by law from being for fulfilling his obligations under this contract.
- 29) Any act of indiscipline/ misconduct/theft /pilferage on the part of any employee of the contractor resulting in any loss to the company in any kind or cash will be viewed seriously and the company will have the right to levy damages or fine and or even terminate the contract forthwith.
- 30) In case of any default or failure on the part of the said contractor to comply with all/any one of the terms/ conditions; UTI ITSL reserve to itself the right to take necessary steps to remedy the situation including interalia the deduction of appropriate amount/s from the dues otherwise payable to the contractor and or by taking recourse to appropriate recovery proceedings.
- 31) If any dispute arises on any matter concerning this contract the decision of the company shall be final and binding.
- 32) The contractor shall not any time do, cause or permit any nuisance on the site/do anything, which shall cause unnecessary disturbances or inconvenience to the occupants/visitors at site or near the site of work.
- 33) The contractor's workers will not be allowed to stay at the work site.
- 34) Water and Electric required for work will be supplied by the Company free of cost at a convenient location within the premises subject to its availability.
- 35) The contractor has to make arrangements for cleaning the work site every day and keep the place in hygienic conditions.
- 36) The contractor should abide with the rules and regulations for the premises especially on the working hours, entry to the workers to the premises, interpersonal relation with staff members.
- 37) This notice shall form part of the contract.
- 38) Enclosed scope of work for detail.

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39) If the gardening services are not satisfactory then vendor have to be attended the complaints of UTI ITSL or their clients within 24 hours and have to solve the complaint without charging any extra cost.

40) Availability of requisite permissions and licenses and compliance with the statutory provisions: The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws inforce including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Valid registrations viz., Sales Tax / VAT / Central Excise and with any other authorities as per requirement should be available with the vendor and be produced as and when required.

Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTI ITSL of any or all such consequences.

41) Blacklisting/Debaring: The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.

42) False Information: In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then UTI ITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.

43) Indemnity: Further, by submitting this bid, the vendor/bidder indemnifies UTI ITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTI ITSL for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.

44) Claim for increase in rates: Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.

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45) Extension of contract: As stipulated by UTI ITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of two years or upto the period till new contract comes in force. However this option can be exercised only by UTI ITSL.

46) Readiness: The Agency should ensure that the manpower/ machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of volume assigned.

47) Delay: If the agency does not start the work or if it is felt at UTI ITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.

48) Right to reject the work/ service which is not as per the specifications or the terms: UTI ITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. UTI ITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.

49) Penalty: UTI ITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be one percent of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.

40) Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is upto **3:00 pm on 23rd December, 2014**. After this time, no bids will be accepted. The tenders will be opened on the same day at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. **In case, you do not reach at the specified time we shall continue our usual procedure of opening the quotations and proceed as per rules.**

41) Earnest Money Deposit (EMD) is required to be paid along with the tender document is Rs.5000.00 (Rupees Five Thousand only) in the form of Demand Draft in favor of UTI Infrastructure Technology And Services Ltd payable at Mumbai drawn on any nationalized bank (and which shall not bear any interest). The demand draft should be placed in a separate envelop along with the tender marked with details.

42) If the tenderer commits default in commencing the work, as required by the work order and found that the date stipulated cannot be adhered to, UTI ITSL shall be entitled without prejudice to any other rights or remedies available may terminate / rescind the contract and in such case the EMD paid by the contractor will be forfeited.

43) Tender Fee: There is no Tender Fee for the said tender. The tenders can be freely downloaded from the website www.utiitsl.com

44) Sealed quotations to be dropped in the Quotation Box kept at Ground Floor at UTI Tower, BKC.

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Annual contract for comprehensive maintenance of Outdoor garden, Indoor plants at UTI Tower Bandra Kurla Complex, Mumbai.

Schedule

Scope of work:

The contractor has to maintain plants in good health, Necessary chemicals/fertilizers water etc should be regularly supplied so as to keep the plants in good condition. The plants which are old /unhealthy are to be replaced with new and healthy plants. The rate quoted shall be inclusive of the replacement of unhealthy plants with good healthy plants of same size/category as and when instructed. A monthly inspection of plants will be arranged before settlement of the monthly bill. The unhealthy plants which is identified should be replaced/relocated and should be replaced free of cost.

In general the plants, grass should have a green look with full of leaves.

1. The services in general shall include the following routine maintenance of plants.
 - a. The potted plants have to be replaced which are not in good health.
 - b. Top dressing the lawn by spreading the mixture of fine Gardner and clerics manure to achieve uniform surface and luxuriant growth.
 - c. Raking of soil/top dressing regularly
 - d. Manuring
 - e. Fertilizer applications
 - f. Spraying-dusting insecticides
 - g. Trimming/pruning of plants & spraying them.
 - h. Maintaining/upkeep planted trees lawns in the premises, watering the plants and grass in the garden and removal of weeds as and when required; flower beds are also to be maintained in similar way by watering and removal of seeds.
 - i. Cutting of grass/shrubs to keep it trim and appealing removal of dry leaves, branches are to be carried out regularly by trained person.

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- j. Engaging required number of gardeners, helpers at the site for overall comprehensive maintenance of the plants; the working hours in general would be 8 hrs and the timings will be decided by the Company.
- k. The plant beds should be forked treated with manure fertilizers.
- l. The contractor should supply of red earth, manure fertilizer, spray, insecticides, plant tools, transport, conveyance, supervision etc for regular maintenance of the plants and garden as and when required.
- m. In case the company is not satisfied with the quality of plants supplied/maintenance of the same plants, the contractor should make necessary arrangements for the replacement of the plants within 2 days of receipt of intimation to do so.
- n. Performing the obligations spelt out in the tender strictly as per the rules in force/enforced in future by the statutory authorities.

All the above work has to be carried out strictly as per the terms and conditions spelt out in the tender notice.

Special conditions of the contract.

- 1. The contractor should arrange a supervisor who will visit the site once in a week.
- 2. Any damage/loss will be rectified at the contractors cost and risk.
- 3. The derbies should be removed from the site daily.
- 4. All the material/plants proposed to be used should have the approval of the company.
- 5. The material/plants required for the work should be purchased only from the manufacturers directly or from the approved suppliers.
- 6. All required tools, equipments etc have to be provided by you. A storage place with lock and key will provide by UTI AMC Ltd/ UTI ITSL.

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SCOPE OF WORK

These services as a normal practice are to be provided on Six days of a week from Monday to Saturday as per schedule i.e. excluding Sundays and National Holidays.

Following jobs are required to be performed by the contractor as per the need and requirement of Owner on continuous basis during the contract.

A) Outdoor Garden Maintenance: Scope of work

- Alternation in design (If required)
- Deweeding services
- Application of manures and fertilizers
- Watering plants, lawns, etc.
- Application of rich soil
- Tendering of plants
- Pruning, shaping etc.
- Periodic grass cutting in the lawns

B) Indoor Plants Maintenance: Scope of work

- Maintenance of the indoor plants by trained gardener
- Watering, cleaning & Trimming of plants.
- Replacing dried and damaged plants at free of cost, at contractor cost.
- Spraying of insecticides & pesticides as required.
- Changing of plants as per requirement as & when required and replacement of damaged plants as per UTI AMC/ UTI ITSL choice.
- Cleaning of the artificial plants as well.

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A. Empanelment Procedure & Documents:

No.	Documents to be submitted	Issued by
1	Tender document duly signed on all pages by authorized signatory	Bidder
2	EMD Demand draft / Pay order of Rs.5,000/-	Bank
3	Duly filled in BID form signed by the authorized signatory	Bidder
4	Copy of PAN	Income Tax
5	Copy of Registration no. under Shop and Establishment Act.	Municipality
6	Copy of License for Garden Maintenance	Issuing Authority
8	Experience certificate from 2 reputed organizations (preferably PSU, Banks, LIC etc.)	PSU/ Bank/ LIC/ company
9	Copy of Service Tax Registration no.	Issuing Authority
10	Copy of PF, ESIC Registration no.	Issuing Authority
11	Any other requisite document	--

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BID FORM

Date:

The Deputy Vice President (Admin)
UTI Infrastructure Technology And Services Limited,
UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (E),
Mumbai 400051

Sir,

Sub: Bid for Providing Annual contract for comprehensive maintenance of Outdoor Garden and Indoor plants at UTI Tower, 'Gn' Block, BKC, Mumbai- 400051.

This is with reference to your tender due on 23rd December, 2014. We are interested in getting our Company / firm empanelled in your organization for **Garden Maintenance services at UTI Tower, BKC Office.**

We have read and understood the details as given in the tender information regarding the Scope of Work and Terms and Conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTIITSL. We have seen the both the premises and have understood the area where garden maintenance is to be done. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms are attached herewith. We understand that separate cost comparative statement will be prepared for items and L 1 (Lowest) will be decided by UTIITSL.

In case of any ambiguity between arithmetic calculations, the rates will be considered correct and the amount will be derived on the basis of the rates quoted and the quantity originally mentioned in the Tender.

The supply of items / services will be done as per the specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

An EMD of Rs.5,000/- (Rupees Five Thousand only) is enclosed .

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Price Bid Annexure

The format for the rate for Outdoor garden maintenance and indoor plant maintenance (valid for two years):

Particulars	Lumsum Rate per month (In Rupees) (A)	Plus Taxes if any (In Rupees) (B)	Total Cost per month (In Rupees) (C)=(A)+(B)
Outdoor Garden Maintenance Total area 9435 Sq. Ft. (work as mentioned in scope of work- A).			
Indoor plants Maintenance Approx. Total indoor plants: 160 (work as mentioned in scope of work- B).			
Total charges per month			

Note: The manpower engaged for the work to be paid as per Government's minimum wages act. This point to be taken into consideration while quoting the rates in Price Bid.

Quoted Amount in words (Total charges) for outdoor garden and indoor plants maintenance per month:
Rupees _____

(In case of difference in amount quoted the rate mentioned in words will be considered correct.)

Thanking you,

Yours faithfully,

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PAN Number of the agency:

Check list for submission of Bids

Forms for Submitting Bids	Yes / No
1. Superscription on the envelope	
2. Tender fees – check if the tender fees is applicable and if it has been enclosed in form of Bankers Cheque / DD	Not applicable.
3. EMD of the required amount	
4. Signature on all the pages conveying the acceptance of all terms and conditions	
5. Check if all the required documents have been enclosed.	
6. Bid Form (Tender Document)	
7. In case the bidder is a non-individual, then the letter authorizing the signatory to sign the tender documents must be enclosed. This letter would be on the Bidders Letter Head	
8. Price Bid Price bid should be submitted only in the relevant format duly signed by the Bidder	
9. Various Documents enclosed as mentioned on page no. 11	

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