

Gujarat State Land Development Corporation Ltd.



Balram Bhavan, Sector-10/A, Gandhinagar. -382010

Phone :079-23259903, 079-23259319.

Fax : 079 -23252311

Email : md-gsld@gujarat.gov.in

**Tender Document
for
Rate Contract for
Deepening / Creation of Ponds**

1	Pre bid meeting	01/01/2013	12-00 Hrs
2	Last Date of Receipt of Tender	07/01/2013	till 17-00 Hrs
3	Physical Submission of Tender Fee, E.M.D. and supporting documents of Technical Bid on or Before :	08/01/2013	till 13-00 Hrs
4	Online submission of Technical and Financial Bid on or before	07/01/2013	till 17-00 Hrs
5	Date of Opening of Tender	09/01/2013	14-00 Hrs
6	Bid Validity Period	120 days	



Gujarat State Land Development Corporation Ltd.

"Balram Bhavan" Sector-10/A, Gandhinagar.

General Terms & Conditions

1. **For the purpose of this tender the following terms shall be used :**
 - (a) GSLDC : Gujarat State Land Development Corporation Ltd
 - (b) Tenderer : Proprietary firm, organisation or the company submitting tender to the GSLDC.
 - (c) Approved Contractor : The tenderer whose rates are approved under this Agency Tender process.
 - (d) Type of Work : Deepening / creation of Pond

2. **Scope of Work**
 - 2.1 GSLDC is a State Government owned Corporation set up under Indian Company Act, 1956
 - 2.2 GSLDC invites Tenders for Deepening / Creation of Ponds of approximate Total amount of Rs. 20 crore. Average work per district is Rs. 3.40 crore in 3 districts. (Rajkot, Amreli, Porbandar). & Rs.1.0 crore in 10 districts (Sabarkantha, Panchmahal, Dahod, Kheda, Anand, Valsad, Navsari, Dang, Surat & Tapi) of the state.
 - 2.3 Deepening / creation of pond work will be assigned to one or more Approved agencies and it will be on group of work basis.
Group of work or a block herein refer means a work as a set of work around 15 nos deepening village pond / about Rs. 75.00 lakh of works.
 - 2.4 Work will be assigned to the Approved Contractor / Agency who are giving assurance to mobilize the equipments within 12 days after written intimation about the approval of the tender.
 - 2.5 Approved contractor / agency has to carry out about 1 lakh cmt. earth work per month in each offered district. In each group of works.

3 **Time - limit for the rates of tender :**

- 3.1 The rates of the Approved Contractor / Agency shall be in force upto date 31/07 /2013
- 3.2 If require the contract may be extended at the discretion of Managing Director, GSLDC for further 6 (Six) months at the same rates, terms and conditions of tender. It is categorically pointed out that the Approved Contractor /Agency shall have no right to refuse the work that may be assign during the extended period.

4 **Submission of Tender Fee, EMD, Technical bid and Financial bid**

- 4.1 Physical Submission of Tender in **two copies (A & B) having serially page numbers in both the copies** of Tender document along with Tender Fee, E.M.D. and supporting documents of Technical Bid should sent, **in separate envelopes** with superscription **“Tender for Rate contract for Deepening/creation of ponds”** so as to reach on or before **08/01/2013, till 13.00 hours at the** Inward registry branch, Head office, Gandhinagar at above address. Any tender submitted after that time will not be treated as a valid tender.
- 4.2 The Tender Fees and EMD received after the prescribed time limit shall not be taken into consideration.
- 4.3 ***The Technical bid and the Financial bid as prescribed in Annexure – “A,B and Annexure - C” respectively should only be submitted online***
- 4.4 If, the Technical bid and the Financial bid as said in 4.3 sent in physical form shall not be considered and will be treated as cancelled.

5 **Tender Fee and Earnest Money Deposit (E.M.D.)**

- 5.1 The Tender will have to submit the following in sealed envelopes.
- (a) Demand draft for Tender fee.
- (b) Fixed deposit receipt or Demand draft for E.M.D.

The Non refundable tender fee of Rs.5000/- should be sent in form of Demand Draft of Nationalized Bank or authorized bank i.e. HDFC, AXIS, ICICI, IDBI only in favour of “Managing Director, Gujarat State Land Development Corporation Ltd at Gandhinagar”, Demand Draft of other bank will not be accepted. The tenderer has to pay only Rs.5000/- as a tender fee for one district or more than one districts.

E.M.D. of Rs.2,00,000/- (Rs. Two lakhs) per group of work should be sent in form of Fixed Deposit Receipt or Demand draft of Nationalized bank or authorized bank i.e. HDFC, AXIS, ICICI, IDBI only in favour of “Managing Director, Gujarat State Land Development corporation Ltd. at Gandhinagar”, F.D.R. or Demand Draft of other bank will not be accepted.

Maximum EMD will be Rs. 16,00,000/- (Sixteen Lakh only).

Example: If contractor / tenderer can mobilize equipment / machinery for 5 (five) group of works, he will pay Rs. 10,00,000/- (Rs. Ten lakhs) (5 group x Rs. 2,00,000/-) as EMD.

- 5.2 No interest shall be paid on the E.M.D.
- 5.3 Online Tenders for which no tender fees or E.M.D. has been deposited with the GSLDC shall be rejected.
- 5.4 If the Tenderer withdraws his offer between the period of submission of EMD and refund thereof, his E.M.D. shall be forfeited.
- 5.5 EMD of the Tenderers other than whose tender offer is accepted shall be refunded within 30 days from the opening of the financial bid.

6 Rates of the tender :

- 6.1 Present SOR for earth work is as per existing district's Irrigation Department's Rate. **This is only for information.**
- 6.2 The tenderer shall have to quote their rates with considering work of site clearance of ordered pond, after site clearance tenderer has to take initial reading, final reading of the work done, computing the measurement in respect to I.R. & F.R. Also taking photography/videography by handycam/digital recorder of each activities & such scheduled recorded photography/videography should be sent to concern Assistant Director & Deputy Director through Email only.

- 6.3 The Tenderer shall quote rates with giving their district wise choice of preference in Annexure–“C” considering provisions contained in para **3.1, 3.2, 6.2, 13.14, 13.15 & 13.16.**
- 6.4 Quoted rate shall be firm and binding to approved contract / agency during the contract period even in case of any changes in statutory or introduction of any new law. However, incase of increase or decrease in diesel price necessary upward / downward changes will be adjusted as follows.
For every increase / decrease of diesel price of minimum Rs. 2.00 per litre., Rs. 0.70 per cmt will be paid / reduced. At present base rate of diesel in Gandhinagar is Rs. 46.25p.
- 6.5 The taxes will be borne by the approved contractor / agency and / or GSLDC (as the case may be) as provided in the respective applicable rules / law.

7 Payment Terms :

- Payment to the Approved Contractor/ Agency**
- 7.1 Payment will be made by Managing Director Office, G.S.L.D.C. Gandhinagar on every 6th & 20th date of each month only after submitting satisfactorily completion ordered work certificate from the concerned Deputy Director.
- 7.2 The payment to the Approved Contractor/ Agency shall be made only through RTGS and necessary information related to bank account of tenders will have to submitted in annexure “A”
- 7.3 GSLDC shall be entitled to deduct the amount if it is required to pay on account of the Approved Contractor/ Agency's default in respect of any liability of the Approved Contractor/ Agency.
- 7.4 Income Tax and other taxes, if applicable shall be deducted at source from the bill.

8 Opening of the tender bid :

- 8.1 Pre bid meeting will be held on **01/01/2013 at 12 hrs.** in Gandhinagar at above address.
- 8.2 Tenderer or his one authorized representative can remain present at the time of opening of Tender. The Corporation shall take note of the present Tenderer / their representatives and proceed further which will be binding to all the Tenderer.

8.3 Opening of the financial bids of the technically qualified parties will be taken place online and it will be shared to them.

9. Acceptance of the Tender :

9.1 The written intimation regarding sanctioning the rates mentioned in the tender shall be made to the Approved Contractor/ Agency by R.P.A.D. / EMAIL/FAX.

9.2 Managing Director GSLDC shall have absolute right to accept any tender or to reject all the tenders without assigning any reason. This also includes to accept or to reject a tender of the lowest rates.

10 Security Deposit:

10.1 Security Deposit of Rs. 5.00 lakh (Five lakh) for each set of equipments / each group of works in form of bank guarantee **till completion of contract** in the name of "**Managing Director, Gujarat State Land Development Corporation Ltd., Gandhinagar**" is to be provided within 7 days after written intimation about the approving of the tender, failing to which the EMD shall be forfeited.

The tenderer who wants to take advantage of payment after 15 days from the date of start or on fixed date decided by the authority, they have to deposit Rs.7,00,000 (seven lakh) as a security money for each group of works

10.2. After the sanction of the tender if Approved Contractor/ Agency fails to furnish the Bank guarantee within the prescribed time limit, the EMD shall be forfeited and any additional expenditure that may have to be incurred by GSLDC due to such failure, shall be recovered from the Approved Contractor/ Agency.

10.3. Bank guarantee will be vacated after the satisfactory completion of the contract.

10.4 GSLDC shall invoked (forfeit) partial or full bank guarantee incase of set of equipment are not made available on site within 12 days from the issue of L.O.I. (Letter of intent).

11 Risk Clause:-

11.1 If the successful bidder does not furnish prescribed Bank guarantee as a Security Deposit or does not execute the work or abandoned the work during contract period, the approved contractor's right for work will be terminated and EMD / Bank guarantee will be forfeited / vacated respectively.

11.2 The terminated party shall be liable to indemnify the loss that may be occurred due to the termination of contract under this tender and retender.

11.3 For working out the loss, the following formula will be applied.

(quantum of work executed x rate of work under the retender) - (quantum of work executed under the retender x rate of work under terminated contract).

12 Termination of Contract:-

12.1 Notwithstanding anything contained herein above the concerned Deputy Director, GSLDC may in his sole discretion, by 15 days notice, terminate the contract given under this Tender in the following circumstances

1. Non adherence to the schedule of time for the awarded work
2. Timely non deployment of machinery
3. Timely non deployment of man power.
4. Slow pace of work.
5. Frequent breakdown of deployed machinery
6. Non compliance of the instruction of the competent authority of GSLDC.
7. Less quantity of work.
8. Poor quality of work.

12.2 The Approved Contractor/ Agency shall have no right to get any compensation.

13 Other Terms & Conditions

13.1 Financial bid will be considered as per Annexure-“C”

13.2 The Tenderer must have minimum turnover of Rs.25 lakhs in the any year of 2009-10, 2010-11, 2011-12. (Copy of Income tax return for the financial year 2009-10, 2010-11, 2011-12 and audited balance sheet and profit & loss account of each financial year duly sign by chartered accountant should be sent with technical bid).

13.3 Tenderer should have an experience in the field of earth work of minimum 1,00,000 cu.m. in any year of 2009-10, 2010-11, 2011-12. The experience in the field of earth work shall be consider from the State Govt. Department, Central Govt. Department and Public Sector Department only, no experience certificate will be consider from the private party. The tenderer has to submit an experience certificate and copy of work order and bill raised to the concerned department along with tender documents.

- 13.4 On issuing of LOI tenderer shall have to submit schedule of work for 45 days.
Delay in mobility of equipment will not be allowed in any circumstances, incase of delay, Corporation reserve all right to assign work to next approved contractor / agency of without further notice.
- 13.5 Any request from the Approved contractor/Agency for change in any condition shall not be considered.
- 13.6 The Contractor will be responsible for mobilize the participation of people. First priority will be given to those contractor.
- 13.7 The work order for deepening / creation of pond will be given only after,
1. Receipt of request application from concern Village Panchayat with resolution for deepening / creation of pond with Demand Draft of Rs.500/-
 2. 10% of deepening cost of pond will be taken as a beneficiary contribution in form of Demand Draft / Bank cheque / Cash by Village Panchayat or Lokjuth (People group),etc. as mentioned in Government Resolution of Agriculture & Co-operation Department JSY-1098-M-38-K-4 Dt. 21-08-2006.
 3. And such any other formalities.
- 13.8 The Tenderer has to carry out videography by handycam/digital recorder of the ordered work at their quoted rate before starting deepening work. Such videography covers position of existing shrubs/trees, uneven surface area & boundary of the ponds. Also such videography shall be of minimum 05 min. duration. Also such videography should be sent to concern Assistant Director & Deputy director office through uploading in tablet..
- 13.9 The Deepening work should be start only after taking initial reading followed by clearance of site. Photography/videography shall be taken by contractor on every third day of the running work till completion of work & it should be sent to the office through uploading in tablet.
- It has been recorded as per scheduled & complete CD of the ordered work should be prepared & submitted to the concern Assistant Director Office before payment.

- 13.10 The work should be start only after getting the work order from the competent authority of the GSLDC. If work carried out without work order, such work will not be consider as an assigned work. This will be displayed on GSLDC web site.
- 13.11 Deepening /creation of pond work shall be done through excavator only. Tractor should be used only for compaction of pond's bund & loading-unloading, transport of excavated soil.
- 13.12 The approved contractor / agency have to **engage set of equipment (i.e. for 10 excavator and 45 tractors with trailer / 22 loader (hydraulic) for each set / each group of work) to execute the 1 (one) group of work or work block** for deepening / excavating the soil and loading and unloading of excavated soil into the dumping zone as directed by village committee.
- Tenderer will have to mobilize equipments within 12 days after written intimation about the approving of the tender. A list of mobilize equipment have to be submitted, and such set of equipment will be used for assigned work (for each group of works).
- The approved contractor / agency have to give the list of set of equipments with registration number to the Assistant Director (S.C.), GSLDC, who is in-charge of the scheme and Assistant Director (S.C.) has to mention the set of equipments (machinery) with registration number in the work order.
- 13.13 The approved contractor/Agency have to complete the assigned work up to the excavating depth which is mention in the work order. Regarding digging depth, no tolerance shall be allowed even in hardpan or rocky material.**
- 13.14 Silt excavated from the pond will be removed in such a way, as per **lead rate decided i.e. upto 2 km.** and deposited as per advise of the village committee/ GSLDC authority.
- 13.15 Tenderer has to give their rate with considering cleaning the site (including cutting & removing the trees, shrubs etc. and removal of existing pits on the surface of pond, before taking initial reading), transportation of excavated soil, & taking final reading at 10m. interval of excavated pond & preparation of excavation worksheet as per initial reading of the pond

- 13.16 Tenderer / Contractor will have to give their choice of preference as stated in Annexure-C on the basis of which work will be assign
- 13.17 As per tender condition 2.3 & 2.4 work will be assigned to **one or more approved agencies in each district at same rate with considering mobilization of equipment is key for selection of work.**
- 13.17.1 Solely being L-1 will not be the criteria for right to selection, rest of the following conditions will also be consider in selection for the approved contractor / agency.**
- 13.17.2 Tenderer / contractor offering to mobilize 20% more machineries for category -B group of work, he will be given preference to match the L-1, if he is within L-1 + **7.5%**. In this case, tenderer / contractor quoting for 20% extra machinery mobilization will get the first choice, if they are within + **7.5%** range.
- Tenderer / contractor have to note that they may quote prices for group of work with 20% more machinery mobilization. **and**
- If need arises for machinery mobilization as stated in para 13.9.
- Tenderer / contractor has to give his district preference (Compulsory).
- 13.18 Tenderer shall have to quote the rate considering the group of work. Each group of work covering Fleet of equipments (machinery) 10 nos. excavator and 22 nos. loader (hydraulic) / 45 nos. tractor with trailer.
- 13.19 The Approved Contractor/ Agency is duty bound to follow the instructions of the Assistant Director (SC) GSLDC, who is in-charge of the scheme.
- The correspondence made by the Approved Contractor/ Agency to the Assistant Director (SC), GSLDC have to be endorsed to the concerned Deputy Director (SC) GSLDC.
- 13.20 The GSLDC will not pay any idle charges, shifting charges in any case.
- 13.21 Approved Contractor/ Agency has to submit proof of valid insurance and renewal of RTO passing for each type of machinery wherever is applicable. The insurance & RTO passing should be kept valid for the contract period.
- 13.22 Measurement of work and payment will be made on actual quantity considering Cross section through initial level reading and final level reading difference at 10 meter interval in the presence of officers / employee of GSLDC or any representative of the GSLDC (i.e. Field supervisor, Field Assistant,), Village

- Sarpanch or his Authorised representative & Contractor or his authorised representative. Measurement will be signed jointly by the contractor or his representative, and GSLDC officials & village sarpanch. In case if Approved Contractor/ Agency or his representative deny to sign or not remaining present while taking the reading / measurements, in such case, measurement taken by the above persons will be treated as final and will be binding to the contractor.
- 13.23 The bill for payment is raised as per 13.14 and it should be certified by competent authority of GSLDC, after that payment will be made for each completed pond.
- 13.24 The payment will be made on 6th & 20th date of each month.
- 13.25 After agreement, Approved Contractor / Agency has to complete each assigned work (of individual pond) within 25 days of time. Payment of incomplete ordered work will not be made and no interim payment or payment in part will be made.
- 13.26 If work will be progressed after 20th may of calendar year, the measurement of workdone shall be taken twice a week to avoid irregularities in work.
- 13.27 The GSLDC shall not be liable for any loss or damage occurred to the third party due to negligence, carelessness and other reasons of the approved contractor / agency, its employees or its agents.
- 13.28 The GSLDC shall not be liable for any legal liability in relation to the prevailing labour laws/other laws, rules regulation related to the employees deployed by the approved contractor / agency. The sole responsibility shall be of the approved contractor / agency.
- 13.29 The approved contractor / agency shall maintain the record as required under various laws, rules and regulations.
- 13.30 Any dispute and / or difference arising out of the work concerning this, the assignment shall be referred to the concerned Deputy Director (S.C.) GSLDC. And his decision shall be final and binding to the Approved contractor/Agency.
- 13.31 GSLDC shall be entitled to initiate any legal proceeding for any outstanding dues from the Approved Contractor/ Agency
- 13.32 Any other documents as required by the GSLDC shall have to be produced within 10 days from the receipt of communication in this regard.
- 13.33 GSLDC may call for inspect of the records of the Approved Contractor/ Agency related to the contract at any time.

- 13.34 If the terms and conditions of this tender are violated by the approved contractor/ agency, GSLDC can forfeited fully or partially amount from the Security Deposit towards recovery of loss on account of any dues of the Approved contractor/ Agency without prejudice to its right to take any other legal action.
- 13.35 The Approved Contractor/ Agency shall have to complete the required legal or any other formality with in 10 days from the date of the assignment of work.
- 13.36 Bank guarantee will be vacated only after completion of all assigned works but not before 31-10 -2013.
- 13.37 It is presumed that while submission of the tenders, the Tenderers have thoroughly gone through all the details, requirements and conditions of the tender documents and they are binding to the Tenderer to execute the work accordingly.
- 13.38 If approved contractor / agency does not deployed the machinery in time or execute the work or execute the work in improper way or poor performance in technically qualitatively, financially or any other reasons, the approved contractor / agency may be debarred for one year from the future GSLDC work.
- 13.39 If any dispute arise about this tender, its jurisdiction shall be Gandhinagar (Gujarat).

Signature and Designation of Tenderer/
Authorized representative
of the Tenderer





Gujarat State Land Development Corporation Ltd.

"Balram Bhavan" Sector-10/A, Gandhinagar.

Tender for Rate Contract for Deepening / Creation of Ponds

Annexure-A

Technical bid

Tenderer's Profile

1	Name of Organization /Firm/ proprietor	
2	Address	
3	Telephone No. (s)	
4	Fax No.	
5	Mobile No.	
6	Email Address	
7	Website	
8	Type of body (Proprietorship / Partnership/ Company / Others, please specify :)	
9	Bank detail for RTGS.:-	
	(a) Type of account:- saving/current	
	(b) Account number:-	
	(c) Name of Bank & Branch :-	
	(d) MICR code (9 digits) :- (Mandatory)	
	(e) IFSC code (11digits) :- (Mandatory) (Attach cancellation of cheque)	
10	Are your registered under prevailing Provident Fund Act? Yes / No If yes, give registration number & attach certificate thereof.	
11	Are your registered under prevailing Employees' State Insurance Act? Yes / No. If yes, give registration number & attach certificates.	
12	Registration No and date of Service Tax With the office of Central Excise and Customs Deptt. (Attach true copy of Registration)	
13	Permanent Account Number (Income-Tax) (Attested photocopy of the PAN must be attached)	

14	Turn over of last 3 years.	
	1-4-2009 to 31-3-2010	
	1-4-2010 to 31-3-2011	
	1-4-2011 to 31-3-2012	
	(Attach true copy of the audited copy of balance sheet and profit & loss account and Income tax return of above 3 years.	
15	Earthwork experience of last 3 years from the State Govt. Department, Central Govt. Department and Public Sector Department only in cu.m.	
	1-4-2009 to 31-3-2010	
	1-4-2010 to 31-3-2011	
	1-4-2011 to 31-3-2012	
16	Service Tax paid during last 3 years :	
	1-4-2009 to 31-3-2010	
	1-4-2010 to 31-3-2011	
	1-4-2011 to 31-3-2012	
	(Attach copy of assessment order)	
17	Nos. of excavator / hydraulic (loader).	
18	Bided for how many group of work or work block in - *Category -A / B	

* Category -A for the Group of work means : Fleet of equipments (machinery) covering 10 nos excavator and 22 nos. loader / 45 nos tractor with trailer.

Category -B for the Group of work means : **20% more fleet of equipments than category -A**
i.e 12 nos excavator and 26 nos. loader/
54 nos tractor with trailer.

Date :-

Place:-

Signature and Designation of Tenderer/
Authorized representative
of the Tenderer





Gujarat State Land Development Corporation Ltd.

"Balram Bhavan" Sector-10/A, Gandhinagar.

Tender for Rate Contract for Deepening / Creation of Ponds

Annexure - B

Details of work done & work on hand with Tenderer

Sr. No.	Name of work	Location of work	Estimated cost	Work on hand	Details of work done		quantum & Amount of work done on date of filling tender	Brief details of delay in work if any
					Date of work start	Date of completion of work		
1	2	3	4	5	6	7	8	9

Note : 1. **Copy of Experience certificate & copy of work order or bill raised** should be attached with the Physical document.

2. Quantum & Amount of work in column 8 should be given up to the previous month of filling of tender.

Place :

Date :

Signature Designation of Tenderer /
Authorized representative
of the Tenderer





Gujarat State Land Development Corporation Ltd.

"Balram Bhavan" Sector-10/A, Gandhinagar.

Tender for Rate Contract of Deepening / Creation of Ponds

ANNEXURE- C FINANCIAL BID

Deepening / Creation of ponds in Rajkot, Porbandar, Amreli, Sabarkantha, Panchmahal, Dahod, Kheda, Anand, Valsad, Navsari, Dang, Surat & Tapi districts of the state.

(For one typical group of work)

Sr No.	Apprx. work.	Particulars	Choice of preference district's name (compulsory)	Rate Rs. Per cmt.
1	2	3	4	5
1	15 nos pond of Rs. 75 lakhs. (approximate Rs. 5.00 lakh per pond) If required, work will be allotted on pro rata basis	<ul style="list-style-type: none"> Excavation for deepening / creation of pond in all sorts of soil including sandy soil, soft and hard murrum, hardpan, stony, including wet and slushy condition of soil by engaging any type of excavators for cleaning the site, cutting and removing the trees, Bushes, shrubs, hedges etc. transporting, depositing and spreading the excavated stuff in dumping zone as directed by village committee / employee in charge of work with all lift and lead etc. up to 2 km. Taking initial reading after cleaning of site & final reading at 10m. interval including worksheet preparation of excavated work with respect to taken reading. Taking photography/ videography by handycam/digital recorder of each activities & making complete CD as per scheduled of the each ordered pond separately. 	1 2 3 4 5 6 7 8 9 10 11 12 13	
2	Bided for how many group of work or block. Category - A group Category - B group		_____ Nos. group of works & in which category _____ (i.e. A / B)	

* Category -A means Group of work covering 10 nos excavator and 22 nos. loader / 45 nos tractor with trailer.

* Category -B means Group of work covering : 20% more fleet of equipments than category -A
i.e 12 nos excavator and 26 nos. loader/ 54 nos tractor with trailer.

Place :
Date :

Signature & seal of Tenderer / representative