

श्रीसिध्दिविनायक गणपती मंदिर न्यास, प्रभादेवी, मुंबई ४०००२८

फोन नं.-: २४२२४४३८ फॅक्स-: २४२२१५५८

: ई-निविदा सूचना :

श्रीसिध्दिविनायक गणपती मंदिर न्यासासाठी दि.०७ नोव्हें,२०१७ रोजीच्या अंगारक संकष्ट चतुर्थी निमित्त उभारावयाचा तात्पुरता मंडप तसेच इलेट्रीक व अन्य कामासाठी नामांकित डेकोरेटर्स व कॉन्ट्रक्टरर्स यांच्याकडून ऑनलाईन डिजिटली साईन ई निविदा मागविण्यात येत आहेत. ई-निविदेबाबतची सविस्तर माहिती (अटी व शर्ती) तसेच निविदा अर्ज डाऊनलोड करण्यासाठी www.mahatenders.gov.in या संकेत स्थळास किंवा www.siddhivinayak.org या न्यासाच्या वेबसाईटला भेट द्यावी.

- ई निविदा प्रसिध्दीचा दिनांक : शुक्रवार, दि. ०६ ऑक्टोबर २०१७ सकाळी ११ वाजता
- ई निविदा स्विकारण्याचा अंतिम दिनांक : शुक्रवार, दि. १३ ऑक्टोबर २०१७ सायंकाळी ४ वाजेपर्यंत
- तांत्रिक निविदा उघडण्याचा दिनांक व वेळ : सोमवार, दि. १६ ऑक्टोबर २०१७ सकाळी ११ वाजता
स्थळ-: तिसरा मजला, न्यास कार्यालय
- मूल्य निविदा उघडण्याचा दिनांक व वेळ : सोमवार, दि. १६ ऑक्टोबर २०१७ दुपारी १ वाजता
स्थळ-: तिसरामजला, न्यास कार्यालय

सही/—
संजीव पाटील
कार्यकारी अधिकारी

Shree SiddhivinayakGanapati Temple Trust, Prabhadevi, Mumbai 400028

Phone No- 022-24224438 Fax 022-24221558

www.siddhivinayak.org Email: svt@vsnl.com

E-Tender Notice

Online digitally signed E- tenders are invited from Reputed Decorators and Contractors for Erection of Temporary Pandol, Electrical & other works (Including Comprehensive Maintenance & Dismantling) on the eve of Angarak Sankashti Chathurthi on 7th November 2017 for the above said Trust. E-tender documents can be viewed and or downloaded from the Government website www.mahatenders.gov.in or www.siddhivinayak.org of Trust website.

- Date of Issuing E-Tender : Friday, 6th October 2017 at 11.00 am
- Last Date of Online Submission of Tender : Friday, 13th October 2017 up to 4.00 pm
- Opening of Technical Bid : Monday, 16th October 2017 at 11.00 am
- Opening of Price Bid : Monday, 16th October 2017 at 1.00 pm

Sd/-
Sanjeev Patil
Executive Officer

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST
PRABHADEVI MUMBAI 400 028

**Tender for Erection of Temporary Pandol, Electrical & Other Works
(Including Comprehensive Maintenance& Dismantling) on the eve of
Angarak Sankashthi Chathurthi on 07th November, 2017**

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SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI
MUMBAI 400 028.

**Tender for Erection of Temporary Pandol, Electrical & other works
(Including Comprehensive Maintenance& Dismantling)
on the Eve of Angarak Sankashthi Chathurthi on 7th November, 2017**

CHAPTER - 1
INSTRUCTIONS FOR BIDDERS

1. General:

- 1.1 Online digitally signed tenders are invited i.e. (i) Technical bid (ii) Commercial bid from reputed Decorators and Contractors for Erection of Temporary Pandol, Electrical & other works (Including Comprehensive Maintenance & Dismantling) on the eve of Angarak Sankashthi Chathurthi on 7th November, 2017 “**Shree Siddhivinayak Ganapati Temple Trust**” (hereinafter referred to interchangeably as the **works**) as per the Bill of Quantity (**Chapter -3**) in this document.
- 1.2 Bidders are advised to study the tender document carefully and thoroughly. Online submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. +
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the work. No request for the change of price or time schedule shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidders.
- 1.4 ***The Trust board reserves the right to relax any terms & conditions.***
- 1.5 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

- Date of Issuing E-Tender : Friday, Dt. 06th October, 2017 11.00 Hrs.
- Last Date of Submission online Tender: Friday, Dt 13th October, 2017 up to 16.00 Hrs.
- Opening of Technical Bid: Monday Dt. 16th October, 2017 11.00 Hrs.
- Opening of Price Bid : Monday Dt. 16th October, 2017 13.00 Hrs.
- Venue : On 3rd floor Main building Trust Office.

2. Schedule of Tender:

- The tender document can be downloaded from our website (www.siddhivinayak.org) (www.mahatenders.gov.in) From Friday, Dt. 06th October, 2017 at 11.00 Hrs.
- 2.1 Last Date Submission of Tender is** Monday, Dt. 13th October 2017 up to 16.00 Hrs.
- **Technical Bid Opening shall be done on** Monday Dt. 16th October, 2017 at 11.00 Hrs.
 - **Price (Commercial) Bid Opening** Monday Dt. 16th October, 2017 at 13.00 Hrs.

- 2.2 The Scan copy of Tender fee of **Rs. 3,000/- (Rupees Three Thousand Only)** in the form online payment shall be attached in the prescribed column along with the Technical Bid of Tender. Failure to do so will result in rejection of the bid. The Tender Fee is non refundable.
- 2.3 The online Technical bids will be opened at **11:00 hrs on 16th October, 2017 at "Shree Siddhivinayak Ganapati Temple Trust" 3rd Floor, Prabhadevi, Mumbai – 400 028.** The bidders or their authorized representatives may remain present, if they so desire.
- 2.4 The representatives (Employee, Manager, Owner, Partner, and Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc. **must carry authorization letters from the firm concerned.**
- 2.5 The Commercial bids of the short-listed Bidders will be opened in the Committee Room **"Shree Siddhivinayak Ganapati Temple Trust" 3rd Floor, Prabhadevi, Mumbai – 400 028. On Dt. 16th October, 2017 13.00 Hrs.**
- 2.6 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the such bidders, besides action for rejection of bids and blacklisting of firm will be initiated
- 3. The Trust Board reserves right to accept any Bid and to reject any or all bids:** The Trust Board reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of order/signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Trust Board action.
- 4. Bidder Qualification:** The **"Bidder"** as used in the tender document shall mean the one who has signed the Bid Form.
- 5. The average turnover for last three years should be above INR 2,00,00,000 (2 Crore).**
- 6. Earnest Money:**
- 6.1** The Earnest Money shall be paid online amount of **Rs. 50,000/-(Rupees Fifty Thousand Only)** shall be submitted by the bidder at the time of tender submission on opening failure to do so will result in rejection of the bid.
- 6.2** The Earnest Money shall be valid for a period of seven and a half months from the date of opening of the Bid, in case of short-listed Bidders. No interest will be payable on this amount.

6.3 The Earnest Money may be forfeited :

- a) if a Bidder withdraws his bid during the period of bid validity; or
- b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract. ; or
 - ii) if at any stage any of the information/declaration is found false.

6.4 Exemption Shall be granted for the Payment of Earnest Money Deposit to the Small Scale Industrial (SSI) Units registered with Maharashtra Small Industries Development Corporation (MSSIDC) or National Small Industries Corporation (NSIC) in respect of those items for which the Registration Certificate has been obtained in respect of tenders called for by Government Departments, State Owned Public Sector Undertakings, Statutory Boards, Local Bodies and Co-operatives

7. Period of Validity of Bids: Bids shall remain valid for **04 (Four) calendar months** from the date of Bid opening.

8. Registration with GST, Provident fund & ESIC Department: The bidders should have their firm registered with GST, Provident fund & ESIC Department the bidder shall furnish scanned latest copies of the deposit/return with their Technical Bid.

9 Terms and conditions of Tendering Firms:

9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.

9.2 Definition:-

“Trust” means Shree Siddhivinayak Ganapati Temple Trust (Prabhadevi) Mumbai.

“Work” means work or works contracted to be executed under or virtue of the contract whether Temporary or permanent and whether original, altered, substituted or additional. In case of any work if there is no specification then in such case work shall be carried out in all respect in accordance with the all instructions and requirements of the Trust.

“MCGM” means Municipal Corporation of Greater Mumbai

9.3 Time is the essence of the contract. No extension of time is allowed to the contractor / Decorator. Contractor / Decorator has to complete whole work of Pandals as required by the Trust with necessary electrical and other works on or before 06th Nov, 2017 by 1.00 am. The Contractor will be allotted a maximum of 10 days for assembling the Temporary Shed / Pandal & 4 days for dismantling the same. It may noted that contractor who is awarded the work will be penalized to the tune of Rs 10,000/per day .The penalty will be deducted from the Contractor’s bill /outstanding amount.

9.4 All the quoted rates will remain valid for a period of 4 months from the date of opening of price bid. Each work should be completed within the specified date

from the date of issue of the Letter of Intent / Work Order. Separate orders will be issued for each location.

- 9.5 If the contractor fails to complete the job within the stipulated time as specified in the tender, the contract will be terminated automatically on the ground of non completion of work and no appeal will be accepted in this respect. The balance job, if any to be carried out through any other agency at their cost and risk.
- 9.6 Unless otherwise mentioned specifically, all works are to be carried out in accordance with the General conditions and specifications contained in the following Schedule / codes.
Schedule of Rates, PWD, for Building (current)
Schedule of Rates, PWD, for Plumbing and Sanitary (current)
P.W. (Roads) Schedule (current)
Relevant I.S. codes
- 9.7 No extra work of the items shall be done by contractor / decorator without prior permission of the Trust authorities. If such work is carried out by the contractor / Decorator no extra payment shall be made by the Trust.
- 9.8 Rates of all items should be inclusive of supply of material, labour charges, wages and hire charges of tools & tackles, scaffolding, plant & machinery any taxes and duties etc. In case of only labour involved items, supply of materials will not be included. The materials, which will be used in the work, should have prior approval of the Trust.
- 9.9 All quarry fees, royalties, Octroi, Dues and ground rent for stacking if any shall be paid by the Contractor / Decorator.
- 9.10 The rates quoted by the Contractor / Decorator shall be firm till the completion of contract from the date of submission of tender and shall be inclusive of all taxes, and other statutory payments and will not subject to any fluctuation due to any increase in any effect.
- 9.11 Any defect found in the work carried out by the Contractor / Decorator will have to be rectified it free-of-cost by the contractor / Decorator
- 9.12 The Contractor / Decorator shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc
- 9.13 The Contractor / Decorator shall not without the written consent/approval of the Trust, sublet any portion of the work.
- 9.14 The Contractor / Decorator shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards treatment/compensation of them. The Contractor / Decorator shall have to comply with the provisions of all prevailing Labour Rules, Wages Act and 1948 Worker's Compensation Act, whichever is applicable.
- 9.15 Contractor / Decorator shall take out necessary insurance policy / Policies so as to provide adequate insurance covered for excitation of the awarded contract

work for total contract value and complete contract period compulsorily from the Appropriate Authority.

- 9.16 No claim for idle labour will be entertained under any circumstances.
- 9.17 Contractor shall not employ any person who is under the age of 18 years. Contractor / Decorator shall provided drinking water facility and other similar amenities to the workers engaged on work.
- 9.18 Contractor / Decorator shall follow direction issued by the Joint Director (Malaria and Fileria) of Health Services, Pune. In regard to anti Malaria and other Health measures.
- 9.19 Contractor / Decorator shall comply with all rules, regulation, by laws and directions given from time to time by MCGM or any Public authority in connection with this work and shall pay fees charges which are leaviable on him without any extra cost to the Trust.
- 9.20 On completion of the works the Contractor / Decorator shall clear away and remove, from the site, all constructional plant, surplus materials and rubbish to the satisfaction of the Trust
- 9.21 The Contractor / Decorator shall take all necessary precautions to prevent any damage that may cause towards any Temple Trust property and / or Public Property and / or Private Property during the course of execution of the contract and they will be liable to make good the same at their cost.
- 9.22 The Payment of bill will be made on actual measurement basis against R/A bill and Final bill. The Final shall be submitted by the Contractor / Decorator with in 1 month from the date of completion of the work. No advance payment shall be paid to the Contractor / Decorator. Payment to contractor / Decorator shall be made by the cheque drawn in his favour.
- 9.23 Income tax deduction will be made at source from all payment as per laid down rules of Ministry of Finance. The **PAN number** of Contractor / Decorator should be clearly mentioned in the bills.
- 9.24 No other terms and conditions are acceptable from the Contractor / Decorator' end if not stipulated in the work order given by the trust. Shree Siddhivinayak Ganpati Temple Trust reserve the right to alter the Tendered Items &Quantities due to unforeseen circumstances
- 9.25 The contractor / Decorator who does not accept these conditions shall not be allowed to tender for works.
- 9.26 Trust reserves the right to amend and / or delete Terms and Conditions and also reject the Tender without quoting any reason there to.
- 9.27 No Advance shall be granted prior to execution of work.

- 9.28 Item no. 26, 27 & 28 specified in **Chapter-3** shall not be executed without prior consultation & orders of the Trust. If it is executed suo-moto by the contractor/decorator the payment in this regard shall not be paid by the Trust.
- 9.29 No Contractor/Decorator shall carry out work which is not specified in Chapter & / or additional work without prior permission & writing from the Trust office.
- 9.30 Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 9.31 On completion of the works the contractor shall clear away and remove, from the site, all constructional plant, surplus materials and rubbish to the satisfaction of the Trust.
- 9.32 All corrections & additions or pasted slips should be initialed.
- 9.33 The measurements of work will be taken according to the usual method in use in the Department & no proposal to adopt alternative methods will be accepted. The Trust Boards decision as to what is the usual method in the Department will be final.
- 9.34 The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, & the value of work that remains to be executed in each case on the date of submitting the tender.
- 9.35 Successful contractor should produce license/attested copy of license duly attested by Gazetted officer having registered with Assistant Commissioner of labour as required as per contract labour (Regulation & abolition) Act 1973 & the Maharashtra Contract Labour (Regulation & abolition) Rules 1973.
- 9.36 The Contractor shall comply with the provisions of Apprentices Act 1961 & the rules & orders issued there under from time to time if he fails to do so his failure will be breach of contract & Executive Officer may in his discretion cancel the contract. The contractor shall also will be liable for any pecuniary liability arising on account of any variation by him of the provisions of the Act.

10 **Bid Requirements:**

- 10.1 The Bidder must quote for all items and quantities as listed under the Bill of Quantity. (Chapter-3)
- 10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 5%** of the Contract Value, at the time of award of Contract as per the prescribed Performa.(**Chapter-7**) Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Bank Guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of **60 Months** beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.

- 10.3 The bidders participating in the Tender must submit a scanned copy of list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.
- 10.4 The bidder shall not be black listed by any government body or shall have any legal cases pending against the company or any of the directors / partners / proprietors.
- 10.5 The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.
- 10.6 Bids not accompanied the scanned copies of **Tender Fee and Earnest Money** will be rejected.
- 10.6 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted only online bids will be accepted.
- 10.7 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and stamped sequentially numbered by the Bidder.

11. BID PRICES:

- 11.1 The Bidder shall submit the price schedule in the prescribe form attached to these documents.
- 11.2 The bidder should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.
12. **Contents of Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-
- a. **Technical Bid** comprising of the following **scanned documents** and to be filled on the format sheets provided in each Tender Document. This is mandatory:
 - i) Bidders Particulars (**Chapter- 5**)
 - ii) Bid Form (**Chapter- 6**)
 - iii) The scanned copies of Tender Fee and Earnest Money
 - iv) Certificate of GST Registration or Provisional GST Registration Certificate
 - v) Income Tax Returns for the last 3 Assessment years (2014-15, 2015-16, 2016-17)
 - vi) Tender acceptance letter (**Chapter - 8**)
 - vii) The Certificate of average turnover for last three assessment year (2014-15, 2015-16, 2016-17) of Rs. 2 Crore & above duly attested by the Auditor for 3 years

- viii) Declaration by contractor (**Chapter - 9**)
- ix) Solvency Certificate of Rs. 10 Lac
- x) Experience Certificate of similar work done in State of Maharashtra

b) Commercial Bid to be filled in accordance with the format provided in the Tender Document:

- i) Price Schedule (**Chapter- 4**) The Price Schedule will be filled in excel sheet provided with the tender documents.

14. Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the Govt. Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GOVT. Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GOVT. Portal.

More information useful for submitting online bids on the Govt. Portal may be obtained at: <http://mahatenders.gov.in>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Govt. State Procurement Portal: <http://mahatenders.gov.in> by clicking on the link “Click **here to Enroll**” on the GOVT. Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GOVT. Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the GOVT. Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the GOVT. Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be

moved to the respective „My Tenders“ folder. This would enable the GOVT. Portal to intimate the bidders through **SMS / e-mail** in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “**My Space**” area available to them to upload such documents.
- 5) These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “Online” to pay the tender fee / EMD as applicable.
- 4) Bidder should prepare the Online EMD as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.

- 5) A standard Price Schedule provided with tender document (Excel Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (excel sheet) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GOVT. Portal in general may be directed to the 24x7 GOVT. Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

SD/-
Executive Officer,
Shree Siddhivinayak Ganapati Temple Trust
Prabhadevi, Mumbai

CHAPTER – 2
Contract Performance Bank Guarantee

1. **Contract Performance Bank Guarantee :**

At the time of signing the contract, the supplier shall furnish a **Contract Performance Bank Guarantee** for **3% percent of the Order value** of the Contract price, as per the prescribed Performa (**Annexure C-2, Chapter 7**), from a Commercial Bank. The performance security can also be furnished in the shape of account payee Demand Draft, fixed Deposit receipt or Bank Guarantee from a commercial bank in an acceptable form, shall be valid for a period of 60 Months beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.

The Contract Performance Security will be in the name of the “**Shree Siddhivinayak Ganapati Temple Trust, Prabhadevi, Mumbai – 400 028**.”

2. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Mumbai Courts shall have jurisdiction in this regard.
3. The Trust Board shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Trust Board convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
4. The Trust Board reserves the right to terminate or recall the tender at any time/stage due to administrative reason.
5. **Resolution of Disputes:** In the case of dispute or difference arising between the Trust Board and the Contractor relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent Authority of Shree Siddhivinayak Ganapati Temple Trust and Two (2) employees nominated by the Contractor, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator’s decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Mumbai, India.

Sd/-
Executive Officer
Shree Siddhivinayak Ganapati Temple Trust
Prabhadevi, Mumbai

CHAPTER -3
BILL OF Quantity

Sr No	Description	Qty	Unit
1	Providing & Erecting of Water proof Super Structure deluxe top pandal underneath on architecturally balance on steel column with G.I./Cloth sheet ceiling with cloth chandani (white & colour for Men's Mandap ,Dismantling the same including cleaning of the ground, spreading of Red earth material /sand & levelling so as to be to walkable & in playable condition	3,000	Sq.m
2	Providing & Erecting of Water proof Super Structure deluxe top pandal underneath on architecturally balance on steel column with G.I./Cloth sheet ceiling with cloth chandani (white & colour for Women's Mandap Dismantling the same including cleaning of the ground, spreading of Red earth material /sand & levelling before & after Angarika so as to make it in a walkable & in playable condition	2000	Sq.m
3	Providing & Erecting of Waterproof Cloth Mandap for connectivity of Men's & Women's chappal stand ,VVIP ,VIP & Other routes Dismantling the same including cleaning of the ground & levelling before & after Angarika so as to make it in a walkable & playable condition.	4,000	Sq.m
4	Providing & Erecting of M.S & Wodden Plank Bridge at 12ft for VVIP from the Garden to Gate no 3 & from in front of Gate no 1	200	Sq.m
5	Providing & Erecting of G.I.Sheet fencing for cordoning off the ground & stalls in the Garden	1500	Sq.m
6	Providing & Erecting of Cloth sheet fencing	4000	Sq.m
7	Providing & Erecting of Wooden Platform for flooring upto 1'6" ht over ground to safe travelling through Mandap lines	5,000	Sq.m
8	Providing & Erecting of System Wall for compartmentalization of room panel's size 8'0"x3'6"	300	Nos
9	Providing & laying of Jute fitting in Railing passage	3300	Sq.m
10	Providing & laying of Synthetic Carpet & Coir Matting	1400	Sq.m
11	Providing & Erecting of Bamboo Railing with M.S.Pipe at top & bottom	2000	Sq.m
12	Providing & Arranging of Plastic Chairs	500	Nos
13	Providing & Arranging of Tables (6x3)	30	Nos
14	Providing & Arranging of Tables (4x2)	250	Nos
15	Providing & laying of Cotton Mattress	50	Nos
16	Providing & Arranging of Mashnad (M.S. Bed with Pillows)	20	Nos
17	Providing & Erecting of Wodden Frame platform for Video shooting & Led screens of any size & shape	10	Nos
18	Providing & fixing of Metal Hallide	120	Nos
19	Providing & fixing of Tubelights	200	Nos
20	Providing & fixing of Halogen Lights	130	Nos
21	Providing & fixing of Ceiling Fans	100	Nos
22	Providing & fixing of Pedestal Fans	100	Nos
23	Providing & fixing of Plug Points for various electrical activities	50	Nos
24	Providing & fixing of Main Line & Service Charges	L.S.	
25	Providing & fixing of Generator Connection	L.S.	
26	Providing & fixing of Diesel Generator set (125 KVA) including diesel & operator .	1	No
27	Providing & fixing of Diesel Generator set (62 KVA) including diesel .	1	No
28	Providing & fixing of Diesel Generator set (32 KVA) including diesel .	1	No
29	Providing & Erecting of Waterproof Cloth Sheet mandap for Doordarshan	20	Sq.m

CHAPTER -4
PROFORMA FOR PRICE SCHEDULE
(Enclose with Commercial Bid)

Tender for Erection of Temporary Pandol, Electrical & other arrangements
(Including Comprehensive Maintenance& Dismantling)
on the eve of
Angarak Sankashthi Chathurthi on 07th November, 2017
FOR SIDDHIVINAYAK GANAPATI TEMPLE TRUST

Date of opening..... TimeHrs. We _____
 hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

Sr No	Description	Qty	Unit	Rate	Amount
1	Providing & Erecting of Water proof Super Structure deluxe top pandal underneath on architecturally balance on steel column with G.I/Cloth sheet ceiling with cloth chandani (white & colour for Men's Mandap ,Dismantling the same including cleaning of the ground,spreading of Red earth material /sand & levelling so as to be to walkable & in playable condition	3,000	Sq.m		
2	Providing & Erecting of Water proof Super Structure deluxe top pandal underneath on architecturally balance on steel column with G.I/Cloth sheet ceiling with cloth chandani (white & colour for Women's Mandap Dismantling the same including cleaning of the ground, spreading of Red earth material /sand & levelling before & after Angarika so as to make it in a walkable & in playable condition	2000	Sq.m		
3	Providing & Erecting of Waterproof Cloth Mandap for connectivity of Men's & Women's chappal stand ,VVIP ,VIP & Other routes Dismantling the same including cleaning of the ground & levelling before & after Angarika so as to make it in a walkable & playable condition.	4,000	Sq.m		
4	Providing & Erecting of M.S & Wodden Plank Bridge at 12ft for VVIP from the Garden to Gate no 3 & from in front of Gate no 1	200	Sq.m		
5	Providing & Erecting of G.I.Sheet fencing for cordoning off the ground & stalls in the Garden	1500	Sq.m		
6	Providing & Erecting of Cloth sheet fencing	4000	Sq.m		
7	Providing & Erecting of Wooden Platform for flooring upto 1'6" ht over ground to safe travelling through Mandap lines	5,000	Sq.m		
8	Providing & Erecting of System Wall for compartmentalization of room panel's size 8'0"x3'6"	300	Nos		
9	Providing & laying of Jute fitting in Railing passage	3300	Sq.m		
10	Providing & laying of Synthetic Carpet & Coir Matting	1400	Sq.m		
11	Providing & Erecting of Bamboo Railing with M.S.Pipe at top & bottom	2000	Sq.m		
12	Providing & Arranging of Plastic Chairs	500	Nos		
13	Providing & Arranging of Tables (6x3)	30	Nos		
14	Providing & Arranging of Tables (4x2)	250	Nos		

15	Providing & laying of Cotton Mattress	50	Nos		
16	Providing & Arranging of Mashnad (M.S. Bed with Pillows)	20	Nos		
17	Providing & Erecting of Wodden Frame platform for Video shooting & Led screens of any size & shape	10	Nos		
18	Providing & fixing of Metal Hallide	120	Nos		
19	Providing & fixing of Tubelights	200	Nos		
20	Providing & fixing of Halogen Lights	130	Nos		
21	Providing & fixing of Ceiling Fans	100	Nos		
22	Providing & fixing of Pedestal Fans	100	Nos		
23	Providing & fixing of Plug Points for various electrical activities	50	Nos		
24	Providing & fixing of Main Line & Service Charges	L.S.			
25	Providing & fixing of Generator Connection	L.S.			
26	Providing & fixing of Diesel Generator set (125 KVA) including diesel &operator .	1	No		
27	Providing & fixing of Diesel Generator set (62 KVA) including diesel .	1	No		
28	Providing & fixing of Diesel Generator set (32 KVA) including diesel .	1	No		
29	Providing & Erecting of Waterproof Cloth Sheet mandap for Doordarshan	20	Sq.m		
				Grand Total	

*The comprehensive AMC Charges as mentioned at Sr. No. 2 to 4 above may be quoted in Indian Rupees for 03 years after expiry of guaranty/warranty period of 1 year.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and stores/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the stores/items detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

(Signature and seal of Bidder)

Dated: -----

**CHAPTER -5
OTHER STANDARD FORMS**

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :
 2. Address of the Bidder :
 - 3 Name of the Manufacturer(s) :
 4. Address of the Manufacturer :
 5. Name & address of the person :
to whom all references shall be
made regarding this tender
enquiry.
- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

CHAPTER -6
BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

To,
The Executive Officer
Shree Siddhivinayak Ganapati Temple Trust,
Prabhadevi, Mumbai 400028.

Sir,

Having examined the Bid Documents of **TENDER NO.** _____

We, _____, offer to supply and deliver _____

(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, we will complete the work in the stipulated period specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Scheduled Bank in a sum equivalent to 5% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS & D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

CHAPTER-7

BANK GUARANTEE PROFORMA

1. In consideration for the Shree Siddhi Vinayak Ganapati Temple Trust (Prabhadevi) Mumbai. 400018 (hereinafter called the TRUST) having agreed to exempt.....
 (Herein after called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated..... made between.....
 And..... Of **EMD/Performance Security** for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on Production of Bank Guarantee for
 Rs..... (Rupees.....)
 (Indicated the name of the bank) at the request of
 Contractor do hereby undertake to pay to the TRUST an amount not exceeding Rs.
 Against any loss or damage caused to or suffered would be caused to or suffered by the TRUST by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on demand from the TRUST stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TRUST by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement .. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the TRUST any moneys demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating to the liability under this present being absolute and unequivocal.

 The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/validity of the offer** and that it shall continue to be enforceable till all the dues of the TRUST under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the..... Guarantee thereafter.

5. We..... further agree with the TRUST that the TRUST shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TRUST against the said contractor(s) and the force or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the TRUST or any indulgence by the TRUST to the said contractors or by any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs.a.....And shall remain in force until.....Unless a claim or suit under this guarantee is filed with us on before.....ALLOUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We.....Lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the TRUST in writing.

Dated the.....date of.....2017

For.....

(Indicate the name of bank)

Signature.....

Name of the Officer.....

(in block capitals)

Designation of.....

Codeno.....

Name of the Bank & Branch.....

[To be countersigned by the branch bank of the indentor]

Chapter- 8
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date: _____

To,
The Executive Officer
Shree Siddhivinayak Ganapati Temple Trust,
Prabhadevi, Mumbai 400028.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

**Tender for Erection of Temporary Pandol, Electrical & other arrangements
(Including Comprehensive Maintenance& Dismantling)
on the eve of Angarak Sankashthi Chathurthi on 13 th June 2017**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work□ from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours
Faithfully,
(Signature of the Bidder, with Official Seal)

CHAPTER- 9

DECLARATION OF THE CONTRACTOR/ DECORATOR

I/ We hereby declare that I/we have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/we have based my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitted this tender. I/we undertake to use only the best materials approved by the Shree Siddhivinayak Ganapati Temple Trust, (Prabhadevi) Mumbai. 400 028. On his duly authorized assistant during execution of the work and to abide by this decisions.

Signature of Contractor/ Decorator