



श्रीसिद्धिविनायक गणपती मंदिर न्यास (प्रभादेवी) मुंबई

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“ई-निविदा” सूचना

माहे जून, २०२३ ते माहे ऑक्टोबर, २०२३ या पावसाच्या मोसमात ५ महिन्यांच्या कालावधीकरीता रिश्दि प्रवेशद्वार ते प्रतिक्षालय इमारतीच्या प्रवेशद्वारापर्यंत, प्रवेशद्वार क्र. ५ ते प्रतिक्षालय इमारतीच्या प्रवेशद्वारापर्यंत, मंदिर सभोवताली असलेल्या संपूर्ण काचेच्या शेडभोवती तसेच प्रतिक्षालय इमारतीच्या सभोवताली तात्पुरत्या स्वरूपाचे पावसाळी मंडप इ. कामासाठी कंत्राटदार/डेकोरेटर्स यांच्याकडून ऑनलाईन ई-निविदा मागविण्यात येत आहेत. यासाठी ई-निविदा सूचना न्यासाच्या अधिकृत वेबसाईट www.siddhivinayak.org आणि शासन ई-निविदा संकेतस्थळ www.mahatenders.gov.in वर प्रसिध्द करण्यात आली आहे.

सदर कामासाठी ई-निविदा सादर करण्याच्या व ई-निविदा उघडण्याचे दिनांक व वेळ खालीलप्रमाणे राहतील.

- ई-निविदा स्विकारण्याचा अंतिम दिनांक — दि. ०२.०६.२०२३ दुपारी १.०० वा.
- तांत्रिक निविदा उघडण्याचा दिनांक व वेळ — दि. ०५.०६.२०२३ रोजी दुपारी १२.३० वा.
- मूल्य निविदा उघडण्याचा दिनांक व वेळ — दि. ०५.०६.२०२३ रोजी दुपारी १.०० वा.
- स्थळ — तिसरा मजला, न्यास कार्यालय
- email: info@siddhivinayak.org/admin@siddhivinayak.org

(नंदा राऊत)
कार्यकारी अधिकारी

प्रभादेवी, मुंबई

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI MUMBAI 400 028

Tender for Erection of Temporary Monsoon Shed in the Temple Premises for the period from 1st

June, 2023 to 31st October, 2023

(Including Comprehensive Maintenance & Dismantling)

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8	8	TENDER ACCEPTANCE LETTER
9	9	DECLARATION OF CONTRACTORS

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI MUMBAI 400 028

Tender for Erection of Temporary Monsoon Shed in the Temple Premises for the period from 1st June, 2023 to 31st October, 2023

(Including Comprehensive Maintenance & Dismantling)

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 Monsoon shed in the Temple Premises for the period 1st June, 2023 To 31st October, 2023 (Including Comprehensive Maintenance & Dismantling) Shree Siddhivinayak Ganapati Temple Trust” (hereinafter too 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 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.

2. Schedule of Tender:

2.1 The tender document can be downloaded from our website (www.siddhivinayak.org) (www.mahatenders.gov.in) from ----- 2023

Last Date Submission of tender is ----- pm

Technical Bid Opening shall be done on ----- pm

Price (Commercial) Bid Opening ----- pm

2.2 The Scan copy of tender fee Rs.2000/-(Rupees Two 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 nonrefundable.

2.3 The online Technical bids will be opened at ----- hrs a.m. on ----- 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 meeting including Technical Evaluation Committee meeting 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 ----- p.m.

2.6 Submission of online scanned copies of unwanted/irrelevant document/out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the bidders, besides action for rejection of bids and blacklisting of firm will be initiated.

3. The Trust Board reserves right to accept any bid to reject any or all bids:
The Trust Board reserves the rights to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to replacement of order/signing of contract, without thereby incurring any liability to 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-20,00,000/-
6. Earnest Money:
 - 6.1 The Earnest Money shall be paid online amount of Rs.10,000/-(Rupees Ten 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 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 Registration Certificate has been obtained in respect of tender called for by government departments, state owned Public Sector Undertaking, Statutory Boards, Local Bodies and co-operatives.
7. Period of validity of bids: Bids shall remain valid for 06 (six) calendar months from the date of bid opening.
8. Registration with G.S.T., Provident fund & ESI Department: The bidders should have their firm registered with G.S.T., Provident fund & ESI Department. With respect to sales tax/ Vat, Service Tax, Provident fund & ESI 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 (Prabhdevi) 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 contract. No extension of time is allowed to the contractor / Decorator. Contractor / Decorator has to complete the whole work of erection of Monsoon shed as required by the on before 30 may 2023.

- 9.4 All The quoted rates will remain valid for period of 12 months the date of opening of price bid..... wok should be completed within the specified date.
- 9.5 If the contractor fail 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 & 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. 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 workers compensation act, whichever is applicable.
- 9.15 Contractor/decorator shall take out necessary insurance Policy/policies so as to provide adequate insurance covered out for excitation of the awarded contract work for total contract value and complete contract 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 provide 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 lea viable on him without any extra cost to the trust.
- 9.20 On completion of the works Contractor/decorator shall clear away and remove from the site, all constructional plant, surplus materials and rubbish to satisfaction on 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. After completion measurement of the top area will be taken on sloped. Area Basis including projections, if any and for side cover on straight area basis will be taken as per usual practice. The final bill shall be submitted by the Contractor/decorator within 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 RTGS.
- 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 ganapati 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 rejects the tender without quoting any reason there to.
- 9.27 No Contractor/decorator shall carry out work which is not specified in chapter-3 & / or additional work without prior permission & writing from the trust office.
- 9.28 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.
- 9.29 On Completion of the works the Contractor shall clear away and remove, from the site, all construction plant, surplus materials and rubbish to the satisfaction of the trust.
- 9.30 Every registered Contractor should produce along with his tender valid certificate of registration as approved contractor in appropriate class & renewal of such registration with the date of expiry.
- 9.31 All corrections & additions or pasted slips should be initialed.
- 9.32 The measurement 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 board's decision as to what is the usual method in the department will be final.
- 9.33 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.
- 9.34 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.
- 9.35 The Contractor shall comply with the provisions of apprentice's 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 quantity. (Chapter-3)

10.2 The Bidders participating in the tender must submit a scanned copy of list of their owners, partner's 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 directions anywhere in India.

10.3 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.

10.4 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.

10.5 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

10.8 Solvency Certificate of Nationalized or scheduled bank of Rs 5 lac should be provided.

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)
- ii) The scanned copies of tender fee and earnest money
- iii) Registration with G.S.T., Provident fund & ESI Department
- iv) Income Tax Returns for the last 3 years (2018-19,19-20,20-21)
- v) Tender Acceptance Letter
- vi) Turn over certificate duly attested by the auditor for 3 years
- vii) Declaration by contractor (Chapter-8)
- viii) Solvency Certificate of Nationalized or scheduled bank of Rs 5 lac should be provided

B) Commercial Bid to be filled in accordance with 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.

13. Instructions for online Bid Submission:

The Bidders are required to submit soft copies of their bids electronically on the Govt. Portal using valid Digital in 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 requirement 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. 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/I code/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 DSC's 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 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 schedule. These can be moved to the respective My Tender 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 document 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 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 part of every 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 submitted a bid and need not be uploaded again and again. This will lead to a reduction in 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 document 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 while colored (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 bidder's 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 document 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 of bid opening. The confidentiality of the is maintained using the secured socket layer 128 bit encryption technology. Data Storage encryption of sensitive fields is done.
- 8) The upload tender documents become readable only after the tender opening by 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.

ASSISATANCE 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 tender or relevant contact indicated in the tender.
- 2) Any quires relating to the process of online bid submission or quires relating to GOVT. Portal in general may be directed to the 24*7 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 strong Water proof mandap in sloping roof up to height of 12' to 14' ft over glass shed in standerd manner. Covering with water proof tarpaulins sheet properly fixing on top having additional layer of poly tarpaulins for leak proof protection including constructed with vertical post 2 inch to 5 inch die. T.W bullies and roof frame work by using strong bamboo for fixing the tarpaulins in proper shape Etc. complete.	2100	Sq.mt
2	Providing & Erecting strong Water proof mandap in sloping roof over Gate no. 5 to riddhi gate at the height of 20' to 24' ft in standard Manner. Covering with water proof tarpaulins sheet properly fixing on top having additional layer of poly tarpaulins for leak proof protection including constructed with vertical post 2 inch to 5 inch die. T.W bullies and roof frame work by using strong bamboo for fixing the tarpaulins in proper shape Etc. complete.	1500	Sq.mt

**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 Siddhivinayak Ganapati Temple Trust (Prabhadevi) Mumbai. 400 028 (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 or a 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 money so 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 there to 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 there under 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 discharges 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 forbear or 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 acclaim or suit under this guarantee is filled with us on before..... ALL OUR 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 undertake not to revoke this Guarantee during its currency except with the previous consent of the TRUST in writing.

Dated the date of2023

For

(Indicate the name of bank)

Signature

Name of the Officer

(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

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 Monsoon Shed in the Temple Premises for the period from 1st June 2023 to 31st October 2023

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