


	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust <small>Knowledge to Empower</small>
Doc. No. TPC/17-18/TENDER/003	Document Title : ELECTRICAL WORK AT TRAINING & PLACEMENT OFFICE 2 ND FLOOR TERNA ENGINEERING COLLEGE	Rev. No. : R0 Date : 8 th Dec, 2017

TENDER DOCUMENT

NAME OF PROJECT	ELECTRICAL WORK AT TRAINING & PLACEMENT OFFICE 2ND FLOOR TERNA ENGINEERING COLLEGE
LAST DATE OF TENDER SUBMISSION	ON OR BEFORE 4.00 PM ON 16 th DEC 2017
DATE OF OPENING OF TENDER TECHNICAL BID	AT 4.30 PM ON 16 th DEC 2017
DATE OF OPENING OF FINANCIAL BID	AT 5.30 PM ON 16 th DEC 2017
PLACE OF SUBMISSION & OPENING OF TENDER	TERNA PUBLIC CHARITABLE TRUST, TERNA ENGINEERING COLLEGE, 2 ND FLOOR, PLOT NO-12, SECTOR-22, PHASE-II, NERUL (W), NAVI MUMBAI - 400706
TENDER FORM COST	RS. 300/- (RUPEES THREE HUNDRED ONLY)
EMD AMOUNT	RS. 10,000/- (TEN THOUSAND ONLY)
DETAILS ALSO AVAILABLE ON WEB - http://www.ternatrust.org	

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ITEM – RATE TENDER FORM

From : _____

Date : _____

To,

**TERNA PUBLIC CHARITABLE TRUST,
TERNA ENGINEERING COLLEGE,
2ND FLOOR, PLOT NO-12, SECTOR-22,
PHASE-II, NERUL (W), NAVI MUMBAI - 400706**



Dear Sir / Madam,

**Subject : ELECTRICAL WORK FOR TRAINING & PLACEMENT OFFICE AT
SECOND FLOOR ENGINEERING COLLEGE.**

For : TERNA PUBLIC CHARITABLE TRUST.

We have pleasure in submitting herewith our Tender Quotation for the above mentioned works, duly completed in all respects.

- (1) We have read and studied the General Conditions of Contract, Articles of Agreement, Specifications, Bills of Quantities, Tender Conditions and the drawings for the proposed construction. We agree to abide by them.
- (2) We also agree to complete the proposed construction works within **1 (One) calendar months** from the date of commencement, as mentioned in the Appendix.

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- (3) We agree to execute and complete the proposed construction works at the rates quoted in the ' Bills of Quantities and Rates ', herewith.

- (4) We have inspected the site of works and acquainted ourselves with the local conditions. We will not claim any extra amounts for reasons arising out of site conditions. Rates quoted by us include all such eventualities.

- (5) The rates quoted in the tender shall be valid for three months from the date of opening of the tender.



Thanking you,

Yours faithfully,

Seal of Contractor

(Signature of Contractor)

Date : _____

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1. SCOPE OF WORK

Supply, Installation, Testing, Commissioning and Handover of Electrical Work for Training & Placement office at 2nd Floor Terna Engineering College.

2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER

- The bidding firms should have **average annual turnover min Rupees Thirty Lakhs Only during last 3 financial year ending 31st March 2016**, audited balance sheet / certificate from chartered accountant to be enclosed.
- The bidding firm should have proven record for satisfactory completions of similar kind of min 2 projects of the respective industries are to be enclosed.
- Bidding firms not meeting above eligibility criteria (a to b) need not submit tender otherwise same shall be rejected summarily.
- Documents supporting the eligibility criteria of L-1 shall be verified by the Company before awarding contract.

3. COST OF TENDER DOCUMENTS



- Prospective bidder are required to obtain tender documents from the Terna Public Charitable Trust Office by paying **Rs. 300/- (Rupees Three Hundred Only)** being cost of tender documents by cash/draft on any working day.
- Bank Draft be prepared in Name of **“TERNA PUBLIC CHARITABLE TRUST”** payable at **Nerul**.
- Tender documents may also be downloaded from our website <http://www.ternatrust.org> In case of downloaded tender document the draft / Cheque of **Rs. 300/- (Rupees Three Hundred Only)** must be submitted along with EMD **without which tender shall not be accepted.**

4. EARNEST MONEY DEPOSIT

- The prospective bidder who wish to participate in tenders will have to submit earnest money deposit of **Rs.10,000/- (Rupees Ten Thousand Only)** by bank draft or pay order from any Nationalized schedule commercial bank (excluding co-operative / rural bank) notified by RBI
- Bank Draft be prepared in Name of **“TERNA PUBLIC CHARITABLE TRUST”** payable at **Nerul**.
- The tender received without earnest money deposit shall not be accepted and earnest money deposit amount shall carry no interest.
- The earnest money of unsuccessful bidders may be refunded immediately by at par cheque on bidder's demand.

5. SUBMISSION OF TENDER

- Prospective bidder should submit their offer in three separate duly sealed envelop marked A,B,C. Complete bid should be submitted to the TERNA PUBLIC CHARITABLE TRUST office Nerul upto 4.00 pm on date 16.12.2017.

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- b. Envelop 'A' should be marked EMD containing the EMD draft and draft towards cost of tender document in case of downloaded tender.
- c. Envelop 'B' should be marked Technical Bid containing all documents required to meet qualification criteria and tender document with all the pages signed and stamped by the tenderer.
- d. Envelop 'C' should be marked Financial Bid containing Financial bid.
- e. All the three envelopes A, B, C, duly completed should be placed in an outer envelope which also shall be sealed. Name & address of the bidder on left corner of each envelope A, B, C.
- f. If the envelopes are not sealed and marked as stated above the Terna Public Charitable Trust assumes no responsibility for the misplacement or pre-mature opening of the contents proposal submitted.

6. LATE TENDERS

Tenders received by Mills after the specified time and due date as per tender documents shall not be eligible for consideration and shall be summarily rejected.



7. REJECTION OF THE TENDER

- a. Terna Public Charitable Trust reserves the right to accept or reject all or any of the tender without assigning any reason whatsoever. It is not obligatory for Terna Public Charitable Trust to give any reason for their decisions.
- b. Terna Public Charitable Trust reserves the right not to proceed with the tendering process at any time without notice or liability, and to reject any tender without assigning any reasons. Terna Public Charitable Trust also reserves the right to retender without assigning any reason whatsoever.

8. TENDER OPENING

- a. The envelopes A and B containing EMD draft and technical bids document shall be opened at Terna Public Charitable Trust office Nerul at **4.30 PM** on **16.12.2017** before the prospective bidders or their authorized representative who wish to be present and tender opening committee of Terna Public Charitable Trust.
- b. The price bid envelope shall be kept as it is unopened.
- c. The price bid of the bidders who will be found qualified in meeting the qualification criteria shall be opened on **16.12.2017** at **5.00 PM** before the prospective bidders or their authorized representative who wish to be present and tender opening officials of Terna Public Charitable Trust.
- d. Management has the right to postpone the opening date of price bid on account of any reason in that case the next date and time of opening of price bid shall be communicated to the bidders representative by email / fax / telephone.
- e. In the event of tender opening date as stated above falling on holiday the time of receipt and opening shall be same on the next working days.

9. SITE VISIT

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The prospective bidders are required to visit the site for collecting all detail about scope of work for proposed and other constraints before submission of tender.

10. CONTACT DETAILS

The prospective bidders are requested to contact the following officials of Terna Public Charitable Trust for any clarifications / information regarding the project and tender documents etc.

Mr. Mahesh Sanake	8888811620
Mr. Vishal Ovhal	99301 64758
Mr. Shashikant Kumbhar	72083 60960

11. PRICES

Rates quoted in the Tender for each item are binding on the Contractor, the total cost being for guidance only. The Owner / Employer and the Architect has the right to modify any of the Bills of Quantities or omit any of the items of works for which no compensation or damages of any kind shall be allowed / paid to the contractor.

Quantities are liable to alterations by omissions, additions and / or deductions.

Rates quoted in the 'Bills of Quantities and Rates' are inclusive of all freights, taxes such as Octroi, Royalties, GST etc. as well as transportation, handling and storage of materials and any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and / or Central Government. Our clients are not concerned with any fall or rise in prices of any materials except those for which 'basic-rates' are specified in the 'Bills of Quantities and Rates'. Under no circumstances shall our clients be held responsible for compensation or loss to the contractor due to any increase in cost of labour and / or materials, except as stated in the escalation clause.

12. MATERIAL APPROVAL



The Bidder should use the material only as per our approved list of material enclosed in this tender document.

13. COMPLETION PERIOD

1 (one) Calendar month from the date of work order / Letter of Intent issued.

14. SECURITY DEPOSIT

- a. The earnest money deposit of successful tenderer shall be converted into security deposit amount against the work order. This amount will carry no interest.
- b. The security deposit amount shall be refunded only after successful commissioning and handing of site.



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15. GENERAL TERMS

- i. Before filling the Tender, the Tenderer must examine the 'Drawings' and inspect the site of works and acquaint himself with all the local conditions and matters pertaining thereto. No claim for damage or compensations will be entertained in case of any failure on the part of Tenderer regarding such examination and inspection.
- ii. Tender shall be filled in with ink. No eraser shall be made in the tender. Any correction that may be necessary shall be made by crossing of words / figures, across incorrect portion and writing the correct portion above and shall be initialed by the tenderer.
- iii. The Tenderer shall sign various documents of the tender wherever a place for his signature is indicated and also shall sign each and every page of 'Bills of Quantities and Rates'.
- iv. Water Supply: Water for construction shall be supplied by the Owner / Employer during specified hours every day at a fixed point on site. Further arrangements shall be made by the Contractor at his own cost.
- v. Electric Power: Electric power connection for construction shall be made available by the Owner / Employer at a fixed point on the site through his licensed electrical Contractor.
Arrangements for conveying and using it, shall be made by the Contractor at his own cost.
- vi. Clearing the site: General cleaning of site before starting the works and leaving the site clean after completion of the works shall be the responsibility of the Contractor, for which no extra payment shall be allowed to the Contractor.
- vii. Workmanship & Materials: The materials to be used on the site of the work shall be new, as per the specifications and of the best quality procurable. Workmanship of all the building work items shall be of very good quality.
- viii. Site Records: The Contractor shall maintain proper site records in the manner directed by the Architect regarding materials and its consumption, for inspection and verification by the Architect. 'Instruction – Book' shall be maintained at site by the Contractor. Measurements shall be recorded by the Contractor in 'Measurement – Book'. While taking joint measurements at site, as directed by the Architect/PMC.
- ix. Client is not providing any space for labor camp, contractor has to make his own arrangements outside the campus. No additional payment of any kind on this account shall be made to the Contractor.
- x. Qualified & Experienced Engineer-in-Charge shall be constantly present on site of work employed and paid by the Contractor at his own cost.

16. CONTRACT DRAWING & SPECIFICATIONS

- i. Plans and details shown on Drawings are accurate as far as can be envisaged at present. These are liable to be altered.

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- ii. Where the mode of measurements is not specified, the latest relevant mode of measurements of Indian Institute of Architects shall be adopted.

17. MODE OF PAYMENT



- i. An amount representing (5 %) FIVE PERCENT of the value of work done shall be deducted from the first and further interim account bills of the Contractor, till the total amount so retained by way of such deductions and the deposits as aforesaid, taken together, reaches the Total Retention Fund as mentioned in the Appendix hereafter.
- ii. Total retention Fund shall be retained till the expiry of ' Defects-Liability- Period ', as mentioned in the Appendix, hereafter.
- iii. The Contractor shall submit his interim bills for the works completed upto the 'value of work for interim certificate ', as mentioned in the Appendix hereinafter. He shall be paid by the Owner on due certification in writing by the PMC/Architect.

18. TAXES, COMPENSATION & OTHER ENACTMENTS

- i. Income-Tax Deduction at source as per prevalent rules at the time of last date of submitting the tender of total amount payable against contractor's bills, will be made by the Owner / Employer and paid to the Government, according to the Act. This shall be taken note of and considered by the Contractor, while submitting his tender.
- ii. Works-Contract-Tax (GST): While quoting the rate, the contractor should not consider the works contract tax. The contractor should mention it separately in the schedule of quantities & rates (or as per prevalent rules at the time of last date of submitting the tender)
- iii. GST : While quoting the rate, the contractor should not consider the works GST tax. The contractor should mention it separately in the schedule of quantities & rates (or as per prevalent rules at the time of last date of submitting the tender)
- iv. The Contractor shall comply with all requirements of State Govt., Central Govt. Acts regarding labour and personnel employed by him on site of work, such as Workmen's Compensation Act, E.S.I.S. and Contract Labour Act. He shall also abide by the rules and regulations of Minimum Wages Act, shall maintain necessary registers for attendance, wages, holidays etc. of all labour employed by him. The Owner / Employer is in no way responsible for any claims or compensations on this account.
- v. The Owner / Employer is entitled and shall have the right to recover from the Contractor, any claims made against the contractor arising out of this contract, from any money due or that may become due to the Contractor.

19. EXTRA ITEMS RATE

In case where extra items are to be carried out, the rate analysis for such items submitted by the Contractor shall be checked by the PMC/Architect. The decision of the Architect/PMC in finalizing rates of such extra items of work shall be final and binding on both, the Owner / Employer and the Contractor. Rate analysis will comprise of actual materials, labour cost and reasonable percentage of overheads and profits, only.

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20. The Company shall be entitled to terminate the Agreement , in case the Contractor fails to fulfill one or more conditions of contract, or if ARCHITECT / ELECTRICAL CONSULTANT certifies to the Company in writing that the Contractor ,



- i. has abandoned the contract
- ii. has failed to commence the Work or has without any lawful excuse under contract conditions suspended the Work for more than one week
- iii. has failed to proceed with the Work and failed to make such due progress for timely completion of the Work
- iv. has failed persistently to observe and perform the Work as per specifications and contract conditions; and has employed services of sub-contractors / sub-let all or part of the Works without prior permission of the Company/the ARCHITECT / ELECTRICAL CONSULTANT

In any of above said cases the Company, can terminate the Agreement after giving 7 days notice in writing to the Contractor.

21. Any unexcused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions; forfeiture of Bidders EMD deposit and credit amount lying with mills, imposition of liquidated damages, and/or termination of the Contract for default.



22. MODE OF MEASUREMENTS:

Mode of measurements for all items of works shall be as per Indian Standards latest issued. The Owner / Employer will NOT, however, after acceptance of contract rates, pay any extra charges for lead, testing or any such other reasons. The Contractor must arrange for all transport of materials and equipment required for installations and testing and include all such cost in the rates quoted for the work. Although specific items of work have been included in the Schedule annexed hereto, the contractor should note that all incidental and allied works arising out of the schedule items are deemed to be included in the said items. The contractor shall take into account while quoting that miscellaneous allied works, such as cleaning of the site including, finishing of edges and corners wherever necessary, repairing of any adjacent work / area damaged due to the work in hand, refilling etc., shall be carried out by the Contractor without any extra charge or

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liability to the Owner / Employer. No extras shall be payable on account of any such work not included in the schedule.

23. The Contractor shall prepare ' Time & Progress Schedule ' with ' BAR-CHART ' for the whole of the contract works immediately after signing of the Contract and submit the same for the approval of the Architects. The Schedule shall be finalised in consultation with the Architects. It is contractor's responsibility to see that these schedules are complied with, within normal conditions.
24. TIME IS THE ESSENCE OF CONTRACT. Delay in payments will not be treated as reason for delay in work and therefore contract period will not be extended on this account. Contractor may claim interest against delay in payments, as per the standard General Conditions of Contract.
25. It is clearly understood that all the drawings and decisions will not be given to the Contractor at the start of the project. Contractor may request the Architects for such drawings that may be essential for executing the project to avoid any delay. Such requests must be made well in advance, so that the Architects will get a minimum of 15 days to issue such drawings / decisions.
26. No Liquor Or Tobacco Products Allowed Carrying & Consuming On Site Otherwise Contractor Will Be Fined For Every Person Found As Rs. 500/- Per Day. The contractor will have to follow all the rules and regulations regarding safety codes. Adequate safety measures shall have to be taken by contractor. Helmets, safety belts, safety nets etc. shall be procured by the contractors wherever required. In case of failure they may be issued by the employer/owners and double the cost for the same will be deducted from contractors account. In this context it is necessary to adhere strictly to safety measures & must avail the use of such tools. Contractors shall note that TRUST will be compelled to impose suitable penalty if these instructions are not followed.
27. The contractor shall abide by the Central/State Labour Legislation as may be applicable from time to time. It shall be the responsibility of the Contractor to provide necessary insurance cover to their workers labour as may be required under the law. It shall be the responsibilities of the Bidder to pay / clear all statutory dues of their workers for example PF, ESIC or any other dues as applicable time to time.
28. TRUST and his representative shall not be held responsible for any accident occurred at site. The TRUST accepts no liability for any accident to the contractor's labour and material or outside labour employed by contractor for erection of scaffolding or such

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activities. The accidents major or minor should be reported to our site office immediately..

29. If any of the works not done satisfactorily of PMC/Architect/Client, Contractor Has To Break And Rework Without Any Extra Cost. If Client, Architect, Consultants Demands Any Third Party Test Report shall be provided.

The Safety Norms And Practices To Be Followed Strictly On Site Architect / Consultants Not Responsible For Any Mishap Or Accidents On Site.

30. JURISDICTION - All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction in Navi Mumbai as case may be.

Interpretation by the Architect only :-

In case of any dispute regarding interpretation of ‘ Drawings ‘ , ‘ Specifications ‘ and of ‘ Bills of Quantities and Rates ‘ , the interpretation by the Architect shall be final and binding on both the Owner / Employer and the Contractor.

All the tolerances shall be as per relevant I. S. Codes and in special cases as per direction of the Architect.

It shall be noted that “ the General Conditions of Contract “ as adopted by the Indian Institute of Architects shall form the basis of this tender and the Contract Document to be executed between the Owner / Employer and Contractor. The appendix hereinafter referred to mentions the Clause Numbers from these “General Conditions of Contracts “.



DECLARATION TO BE SIGNED BY THE TENDERER / CONTRACTOR WITH SEAL AND STMAP OF OFFICE / FIRM.

I / We have read the above conditions carefully and I / We hereby agree to abide by them.

(Signature of Contractor)

Seal of Contractor

Date : _____

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APPENDIX HEREINBEFORE REFERRED IN

<u>Sr. No.</u>		<u>Clause</u>
(a)	Defects Liability Period	<u>12 Months</u>
(b)	Period of Final Measurements and Validation	<u>1 Months</u>
(c)	Date of Commencement	<u>From date of Works-Order / Letter Of Intent</u>
(d)	Date of Completion	<u>1 (One) Calendar Months</u>
(e)	Agreed Liquidated Damages / Penalty	1500 per day of delay subjected to maximum 5% of the Value of Contract.
(f)	Value of work for Interim Certificate	ADVANCE - NIL RA1- After 50% work completion Final bill- After 100% work completion. (maximum disbursement 80% of Work order)
(g)	Retention Percentage	<u>5%(Five percent)</u> (from 1st interim bill onwards)
(h)	Limit of Retention Fund	<u>5% of Final Bill</u>
(i)	Release of retention amount	Retention amount will be released only after satisfactory completion of all rectification work in DLP
(j)	Period of Honoring Certificate	<u>10 Days</u>

Seal of Contractor

(Signature of Contractor)

Date : _____