

SHIVSHAHI PUNARVASAN PRAKALP LTD.,
5th floor, Griha Nirman Bhavan, Bandra (East), mumbai.400 051.

No. SPPL/GM(Engg.)/EE(Dharavi)/ 704 /2009, dated 20/05/2009.

DETAILED TENDER NOTICE

1. Sealed tenders in B-1 Form (Percentage rate) are invited by the Executive Engineer (Dharavi), Shivshahi Punarvasan Prakalp Ltd., 5th floor, Griha Nirman Bhavan, Bandra (East), Mumbai 400 051 from the Contractors registered in **appropriate class** with MHADA / PWD / CPWD / MCGM etc. so as to reach in the office SPPL on or before **22/06/2009** upto 3.00 p.m. for the following work.

Sr. No.	Name of work	Amount put to tender	Earnest Money	Security Deposit	Construction period
1.	Rectification work in Rehab Building No.31 under S.R. Scheme of SPPL on plot bearing C.T.S. No.827-D of Village Malad (E) at Dindoshi, Goregaon (E), Mumbai.	Rs. 77,83,171/-	Rs.78,000/-	Rs.3,89,200/-	Four months from the date of Work Order including monsoon.

2. Blank Tender Documents can be obtained from the office of the Executive Engineer (Dharavi)/SPPL from **08/06/2009** to **16/06/2009** (both days inclusive) during any working day except Holidays from 11.00 a.m. to 3.00 p.m. on production of duly attested valid registration certificate and making payment of Rs.5000.00 (Price for blank tender documents-non refundable) to the Accounts Officer/SPPL either in cash or D.D./Pay Order drawn on of the name of Shivshahi Punarvasan Prakalp Limited on submission of written application at the above address.

3. The Sealed tenders will be received at the office of Executive Engineer (Dharavi)/SPPL, 5th floor, Griha Nirman Bhavan, Bandra (East), Mumbai 400 051 up to 3.00 p.m. by **22/06/2009** and will be opened at about 3.30 p.m. on the same day as far as possible in the presence of the contractors / their representatives whosoever remain present at that time.

4. Contractor shall sign each page of the tender below appropriate place shown in the tender paper before putting the tender papers inside the envelope that is to be sealed before submission.

5. The Competent Authority reserves the right to reject any or all the tenders received without assigning any reason thereof.

6. EARNEST MONEY: -

- I. Earnest money as mentioned above against the work should be paid by Demand draft / Pay order issued by Nationalized Bank/Scheduled Bank and duly endorsed in the name of Shivshahi Punarvasan Prakalp Ltd., Bank of Maharashtra, Bandra (East), Mumbai – 400 051.
- II. In case after acceptance of tender, the contractor fails to complete the contract documents and pay the specified amount of security deposit, within the specified time of intimation in writing to do so, the amount of earnest money shall stand forfeited.

7. SECURITY DEPOSIT:

1. The amount of initial security deposit will be 50% of total Security Deposit i.e. Rs.1,94,600.00 in cash or in the form of F.D.R. or Bank Guarantee from any Nationalized Bank/Scheduled Bank encashable in Mumbai in the form included in tender document Remaining 50% i.e. Rs.1,94,600.00 will be recovered from the R.A.

- I. Bills at the rate of 5% of each R.A. Bill till the full amount is recovered.
 - II. In case of the rates quoted by the lowest bidder is found to be much below the estimated cost put to tender, then the contractor will have to deposit additional security deposit as may be decided by the competent authority if it is decided to accept lowest bid
 - III. Validity of the F.D.R. or Bank Guarantee should be for an extra period of 6 (six) months beyond the stipulated date of completion of the work or three months from the date of payment of final bill whichever is later and shall be got renewed by tenderer / contractor accordingly as required
 - IV. The Contractor should arrange for the extension or renewal of the F.D.R. or Bank Guarantee as and when necessary. If contractor fails to do so the amount equivalent to Bank Guarantee will be withheld from available dues.
 - V. The amount towards Security Deposit, deducted for R.A. bills will not be allowed to be converted into Bank Guarantee.
 - VI. In addition, the Contractor will have to produce on stamp paper of appropriate denomination, a surety bond for an amount equivalent to the Security Deposit.
8. In case the contractor fails to deposit the necessary initial Security Deposit within the specified time, SPPL at its discretion grant extension of time limit on payment of interest at 2% per month or part thereof for such amount of Security Deposit as has not been paid till the whole of Security Deposit is paid.
 9. Attention of tenderer / s or is invited to the manner of submission of tender described in the methodology of tenders submission. A list of documents to be submitted along with the Tender is enclosed and may be seen at

Page III-2 to III-9. Any tender submitted without these documents duly completed, is likely to be rejected. As an abundant precaution, it is reiterated that the contractors should study the methodology of submission of the tenders and the requirement of enclosing necessary documents, very carefully, before submitting the tender. Tender not submitted in the specified manner is likely to be rejected.

10. The Contractor shall quote under his signature in permanent ink his percentage offer both in words & figures in the recapitulation sheet attached at the end of Schedule 'B' (Chaper-6). In case of difference between percentage amount written in figures & words, the correct percentage will be taken as the lower of the two as valid. The Contractor should sign below the rate quoted. The total tender amount after consideration of percentage should be written in both figures & words in recapitulation sheet. All pages of bid documents, conditions & contracts, specifications, drawings, etc. shall be initiated at lower left hand corner and signed wherever required in the tender papers by the contractor or a person holding the power of Attorney authorizing him to sign on behalf of the partnership before submission for the tender. All corrections in the tender papers will be initiated by the Contractor.

11. Acceptance of the tender will rest with the competent Authority, who reserves the right of rejecting any or all the tenders, without assigning any reasons for doing so.

- a. The right is reserved to revise or amend the bid documents prior to the last date of receipt notified, or the extended date as the case may be. Such deviations, amendments or extensions if any shall be communicated to the contractors in the form of corrigendum by letter of/and by notice in the press as may be considered suitable.

12. The tender offer will be binding on the contractor for a period of **90 days** from the last prescribed on which the bid is to be received. If the Contractor fails to abide by the stipulation the amount of earnest money will be forfeited.
13. The Contractors are required to submit with their tender the PAN Number details. The tenders which are not accompanied with such information are likely to be rejected.
14. The successful contractor shall be required to pay the stamp duty for execution of the contract agreement with SPPL, Mumbai, according to the Government rules and scales in force.
15. The successful contractor whose tender is accepted, shall have to enter into a regular contract agreement in B-1 form, with SPPL by fixing of special adhesive stamps of appropriate denominations to the documents, as required by law. The entire set of papers forming part of the offer including Tender Notice, printed B-1 form, additional general conditions attached to B-1 form, and additional specification, drawings, etc. shall form part of the contract agreement.
16. No alteration in the form of tender, schedule of quantity, unit, specifications and in the shape of special stipulations will be permitted. In case of bonafide errors in the tender form, the contractor may seek prior clarification. The tender of the contractors quoting the rates for units other than those herein specified will not be considered.
17. While submitting the tender, the contractors should note that they will have to pay the Income Tax as per rules in force on the gross payable amount and the same will be recovered through their R.A. bills, unless stipulated differently by the Income Tax Officer in each individual case.

18. The acceptance of the tender will be intimated by the Executive Engineer (Dharavi)/SPPL or by any other higher authority to the contractor & such intimation shall be deemed to be an intimation of acceptance of the tender by the authority competent to accept the tender.
19. Canvassing in any form relating to the tender shall lead to disqualification.
20. The words "Tender" and "Tenderer" wherever they appear in these documents will be considered as synonymous to the word "Bid" and "Bidder" unless such an interpretation is out of context. Similarly "tender papers" will mean bid documents.
21. The Engineer / Engineer-in-charge means the person appointed by the SPPL to act as Engineer / Engineer-in-charge for the purpose of the contract and named as such in the work order.
22. The tender rate offer shall be inclusive of all taxes, royalties and any taxes inclusive of taxes leviable in respect of works contract under the provision of the Maharashtra Sales tax on transfer of property in goods involved in the execution of works contract act 1985 (Maharashtra act No. XIX of 1985).
23. The tenderer shall read all the documents and papers thoroughly and sign with permanent ink in the space provided under the word signature of the contractor.
24. While submitting the tender, the receipt of earnest money stated above, all documents i.e. (1) Attested copy of latest registration certificate, (2) List of works done and other works in hand (3) Names of the partners and/or directors and their addresses etc. should be submitted in the sealed cover and the tender itself shall be submitted in another sealed cover. These two covers then be put to one cover and sealed. Name of the work for which the tenders are submitted should be written fully and clearly on the envelope containing the sealed covers. The tender may not be considered for acceptance if it is found to be submitted in improper manner.

- The complete list of documents to be submitted along with the tender and methodology of submitting the tender may be seen on page III- (2) to III- (9).
25. The time limit for this work is four months from the date of work order including monsoon. However, contractor will have to complete the works as early as possible.
 26. Contractor should note that conditional tender will not be considered.
 27. If it is felt that the values quoted by Contractor/tenderer are absurdly low or high, the competent authority reserves the right to ask the contractor/tenderer to submit the detailed rate-analysis of all items with full and satisfactory details of cost of materials, labour charges, taxes, overhead charges, makes of materials being used and the name of authorized dealers from whom they proposed to purchase the required materials and the same shall be binding on the part of the contractor to submit the details within 3 days time from the date of written order in this respect from the Executive Engineer (Dharavi)/SPPL.
 28. Works contract tax as per the latest rates of Government of Maharashtra will be deducted from the contractor's bills, which should be noted by the contractor at the time of quoting rates.
 29. The tenderer is advised to visit and examine the work site and its surroundings and ascertain the local site conditions in tenders, regarding necessary approvals, N.O.C. required for said work from local authorities and allow for extras likely to be incurred due to such conditions to be considered in tender. No extra payment is payable for such approvals / N.O.C.'s permission by the SPPL. It is a responsibility of the tenderer to obtain necessary information such as soil condition, availability of labour and material and source of water etc. The declaration certificate in Chapter-VI shall have to be signed by the tenderer.
 30. The tenderer shall bear all cost associated with the preparation and submission of his tender and employer (SPPL) will in no case be

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responsible or liable for the cost, regardless of the conduct or outcome of the tendering procedure.

31. No price variation is payable under this contract.

**Executive Engineer (Dharavi)
Shivshahi Punarvasan Prakalp Ltd**

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