

## **A.1 NOTICE INVITING TENDER**

**Sub:** Tender for Construction of Administrative Building at YASHADA, Raj Bhavan Complex, Baner Road, Pune 411007.

Dear Sir,

On behalf of our clients we have pleasure in inviting you to quote for the above work.

1. Sealed tender in the prescribed tender forms in envelopes addressed to **YASHADA, Pune.**

Subscribed as “Tender for **YASHADA, Pune**”

To contain priced tender documents complete in every respect and drawings issued along with the tender marked as “Original” alongwith earnest money deposit.

The Tenderers are instructed to take a photocopy of full tender documents for their reference.

2.

**FOR**  
**Y A S H A D A**  
**CONSTRUCTION OF MANAGEMENT DEVELOPMENT CENTER**  
**BUILDING AT RAJ BHAVAN COMPLEX,**  
**BANER ROAD. PUNE 411007.**

(a) Estimated Cost Rs. 1,52,00,000/-  
(Rupees One Crore fifty two lakhs only)

(b) Earnest money Rs. 1,52,000/-

**Architects**  
**Associated Space Designers Pvt. Ltd.**  
MEGASPACE, 13, Sholapur Bazar Off. East Street, Pune 411 001.  
(c) Ph: 26363841, 26356234, 26342697, Fax : 26342631,  
2 (d) Email : spaceds@vsnl.com

of tenders.

(e) Address for submission of Tender The Estate Manager,  
**Y A S H A D A,**  
Raj Bhavan Complex,  
Baner Road, Pune – 411 007

4. The Tenderer should submit following documents along with tender documents,
  - a) Bio-Data of the Proprietorship / Firm / Company.
  - b) Construction of the Company Registration details names (s) of the Owner / Partners / Directors of the Proprietorship / Firm.
  - c) Year of Establishment.
  - d) List of prestigious works executed during the past 5 years with details such as :
    1. Value of Work.
    2. Actual time of completion.
    3. Time taken for completion with supporting documents.
    4. Full address and telephone nos. of the Architects / Clients.
  - e) Details of current commitments with value and present status of the work.
  - f) Details of financials standing along with solvency certificates.
  - g) Name and address of the Bankers with whom the proprietorship / Firm / Company is maintaining accounts.
  - h) Copy of latest Income Tax Clearance Certificate.
  - i) List of Plant, Equipments & Machinery's.
  - j) Sales Tax Number,
  - k) Photo Copies of Certificates etc. received from various Clients / Architects.
5. The tenderer shall study all the tender documents, conditions of contract, drawings, specifications, special instructions to tenders carefully and also visit the site and understand site conditions before quoting.
6. We or our clients do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all the tenders either in whole or in part without assigning any reason for doing so.

Thanking you,

Yours faithfully,

**For Y A S H A D A**

**DIRECTOR GENERAL**

## **A.2. SPECIAL INSTRUCTIONS TO TENDERERS**

- A.2.1 The tenderer should study all the tender documents carefully and understand the tender contract conditions, drawings, specifications etc. before quoting. If there are any doubts, they should get clarifications in writing but this shall not be a justification for submission of late tender or extension of opening date. Tender should be strictly in accordance with Architect's drawings, specifications and other tender documents.
- A.2.2 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for filling this tender and for entering into a contract for execution of the same, and must examine the drawings and visit the site and acquaint himself with the site conditions before quoting.
- A.2.3 The tenderers are requested to visit the site of works familiarise themselves with the locality and ascertain the availability and cost of all the materials and labour and any other information necessary for quoting for the work. No excuse regarding lack of information or details, affecting the tender cost shall be entertained after receipt of tender and the tenderer cost shall be deemed to have full knowledge of all relevant details.
- A.2.4 Each of the tender documents is required to be signed by the person / persons submitting the tender in token of his / their having acquainted himself / themselves with the General Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
- A.2.5 The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the document is missing or unsigned, the tender shall be considered invalid.
- A.2.6 All erasures and alterations while filling the tender must be attested by the initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice or any change in the rate or conditions after sending of the tender will be entertained.
- A.2.7 The tenderer should quote his rates for all the tender schedules. All the rates given in the tender schedule should be expressed both in figures and in words. If on check differences are found between the rates given by the tenderer in words and figures or in the amounts.
- a. Where there is difference between the rates in figures and in words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
  - b. Where the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.
  - c. Where the rates quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the tendere shall be taken as correct and not the amount.
- A.2.8 The quoted rates shall be valid for acceptance by clients / Architects for 90 (ninety) days from the date of opening of the Tenders.
- A.2.9 The tender documents shall be signed by the tenderer at:  
(a) End of General and Special conditions

- (b) Appendix at the end of General condition.
- (c) Summary
- (d) Every page of BOQ

A.2.10 Tenderer shall quote his percentage \_\_\_\_\_% above or below for completion of project irrespective of whether they are main items or alternate items.

A.2.11 The tender shall be submitted along with the listed documents, paper and certification as per item 4 mentioned in tender notice.

A.2.12 The tender must be accompanied by and earnest money deposit of Rs. 1,52,000/- (Rupees One lakh fifty two thousand only). This shall be submitted in the form of a Demand Draft, in favour of **The Director General, YASHADA, Pune.**

Bank Guarantee towards EMD shall not be accepted. Tenders without the EMD as above shall be rejected.

A.2.13 Within 8 days of the receipt of the information from the Architects / Owner of the acceptance of tender the successful tenderer shall be bound to implement the contract by signing an agreement in accordance with the Agreement and Conditions of Contract attached with the tender.

A.2.14 Within 8(Eight) days from the date of award of work, the successful tenderer shall be required to deposit a further sum of money, as an Initial Security Deposit, so as to make up, along with the EMD already submitted, an amount equivalent to 2% of the accepted value of the tender. This shall be payable by Demand Draft. Bank Guarantee towards this deposit shall not be accepted.

A.2.15 No unauthorised alteration should be made in the format of tender document and if any such alteration is found or if these instructions are not fully complied with the Tender may be rejected. Any alteration if required should be made in the tender substitute request form.

A.2.16 The owner and the Architect do not bind themselves the right to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all the tenders either in whole or in part without assigning any reason for doing so.

A.2.17 The tenderer is required to check the number of the pages and should any be found missing or in duplicate or the figures or writing indistinct, he must inform the consultant at once and have the same clarified.

A.2.18 Tender will be submitted in the following fashion:

Envelope to contain priced document complete in every respect and drawings issued along with the tender marked as "Original" along with earnest money deposit.

A.2.19 The tenderer is required to fill and sign the tender acceptance form A.4

A.2.20 The tenderer shall furnish when called upon by the owner the analysis of rate of any item of work to justify and support the rate quoted by him for that item.

**A.4**

**TENDER ACCEPTANCE FORM**

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DEAR SIR,

**REF:** TENDER FOR PROPOSED ADMINISTRATIVE BUILDING FOR YASHADA AT RAJ BHAVAN COMPLEX, BANER ROAD, PUNE 411 007.

WE HAVE EXAMINED ALL THE TENDER DOCUMENTS PREPARED BY YOUR ARCHITECTS M/S. ASSOCIATED SPACE DESIGNERS PVT. LTD. RELATING TO THE ABOVE WORK AND HAVE VISITED AND EXAMINED THE SITE OF THE WORKS SPECIFIED AND HAVING ACQUIRED THE REQUISITE INFORMATION RELATING THERETO AS AFFECTING THE TENDER, I / WE HEREBY OFFER TO EXECUTE THE VARIOUS BUILDINGS WORKS MENTIONED LUMP SUM AND AT THE ITEMS SPECIFIED AMOUNT TO RS. \_\_\_\_\_

I / WE HEREBY DEPOSIT RS. 1,52,000/- (RUPEES ONE LAKH FIFTY TWO THSOUAND ONLY) BY DEMAND DRAFT DRAWN IN FAVOUR OF DIRECTOR GENERAL, YASHADA, AS EARNEST MONEY FOR THE DUE EXECUTION OF THE WORKS AS MY / OUR TENDERED RATES, IN THE EVENT OF THIS TENDER BEING ACCEPTED, I / WE AGREE TO ENTER INTO AND EXECUTE NECESSARY CONTRACT AS REQUIRED BY YOU. I / WE DO HEREBY BIND MYSELF / OURSELVES TO FORFEIT THE SAID EARNEST MONEY DEPOSIT OF RS. 1,52,000/- (RUPEES ONE LAKH FIFTY TWO THSOUAND ONLY) IN THE EVENT OF MY / OUR REFUSAL OR DELAY IN SIGNING THE CONTRACT AGREEMENT. I / WE FURTHER AGREE TO COMPLETE THE WORK WITHIN FIVE MONTHS FROM THE DATE OF AWARD OF WORK.

NAME OF THE PARTNER OF THE FIRM AUTHORISE TO SIGN )  
 )  
 )  
 OR )  
 )  
 )  
 NAME OF THE PERSON HAVING POWER OF ATTORNEY TO )  
 SIGN TO CONTRACT (CERTIFIED TRUE COPY OF THE POWER )  
 OF ATTORNEY SHOULD BE ATTACHED) )

YOURS FAITHFULLY

SIGNATURE OF THE CONTRACTOR

**The Director General,  
Y A S H A D A  
Raj Bhavan Complex,  
Baner Road,  
Pune 411 007**

To,  
M/s. Arch Construction Co.  
Flat No.2, "Soham" Apt.,  
Opp. Symbiosis School, Lane No.15,  
Prabhat Road, Pune 411 004.

Sub: LETTER OF INTENT.

Dear Sir,

This has reference to the tender enquiry floated by us for the construction of above building. We are pleased to inform you that your offer for the said work is acceptable to us. Kindly treat this as a letter of intent and initiate necessary action to commence the work at site under the guidance of our consultant and representative.

This contract value will be **Rs. 1,52,08,070/- + 4,86,658/- (3.20% above) = 1,56,94,728/- (Rupees One Crore fifty six lakhs ninety four thousand seven hundred twenty eight only)**. The workmanship's and finishes shall not only conform to specifications but also excel as per standard practices. The amount accepted and entered into contract agreement shall remain firm for the entire duration of the contract.

Some items may be added / substituted which you have to carry out under the guidance and instructions of consultant and our representative. It may please be noted that you will be required to enter into a formal contract agreement.

Time is the essence of the contract and the job has to be completed within **five** months. The date of commencement of work will be **1<sup>st</sup> August 2004**. You shall provide a qualified, experienced and competent engineer on site to supervise the work during the entire duration of the work. You will also be required to adhere to all the safety requirements applicable while carrying out the work of this nature.

Kindly confirm the acceptance of this offer by signing the copy of the letter.

Thanking you,

Yours faithfully,  
For **YASHADA**

**APPENDIX HEREINBEFORE REFERRED TO**

- 37.(1) Defects Liability Period One Year After Virtual Completion.
- 31. (5) Period of Final Measurement and Valuation One Month.
- 38. (1) Date of Commencement 21<sup>st</sup> July 2004.
- 38. (1) Date of Completion 21<sup>st</sup> December 2004.
- 41.(a) Agreed Liquidated Damages Rs. 1,000/- per day.
- (b) Incentive of 2% of contract value will be given if the work is completed in 120 days and 1% of the contract value in case the work is completed in 135 days.
- 31.(1) Minimum Value of Work for Interim Certificate Rs. 10,00,000/- (Rupees Ten lakhs only).
- 31.(3) Limit of Retention Fund Upto Defect Liability Period.
- 31.(1) Period of Honoring Certificate Fifteen Days.