

श्रीसिध्दिविनायक गणपती मंदिर न्यास, प्रभादेवी, मुंबई ४०००२८

फोन नं.—: २४२२४४३८ फॅक्स —: २४२२१५५८

: फेर ई—निविदा सूचना :

श्रीसिध्दिविनायक गणपती मंदिर न्यासासाठी हायड्रॉलिक एक्साव्हेटर खरेदीसाठी (देखभाल दुरूस्तीसह) नामांकित उत्पादक व अधिकृत वितरक 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 संकेतस्थळास किंवा www.siddhivinayak.org या न्यासाच्या वेबसाईटला भेट द्यावी.

- ई निविदा प्रसिध्दीचा दिनांक —: बुधवार दि. ३ मे, २०१७ सकाळी ११ वाजता
- निविदा पूर्व बैठक (Pre-bid Meeting) —: गुरुवार दि. ११ मे, २०१७ दुपारी २ वाजता
- स्थळ —: तिसरा मजला, मंदिर न्यास कार्यालय
- ई निविदा स्विकारण्याचा अंतिम दिनांक —: गुरुवार दि. १८ मे, २०१७ दुपारी २ वाजेपर्यंत
- तांत्रिक निविदा उघडण्याचा दिनांक व वेळ —: शुक्रवार दि. १९ मे, २०१७ दुपारी २ वाजता
- स्थळ —: तिसरा मजला, न्यास कार्यालय
- मूल्य निविदा उघडण्याचा दिनांक व वेळ —: शुक्रवार दि. १९ मे, २०१७ सांयकाळी. ४ वाजता
- स्थळ —: तिसरा मजला, न्यास कार्यालय

सही/—
संजीव पाटील
कार्यकारी अधिकारी

Shree Siddhivinayak Ganapati Temple Trust, Prabhadevi, Mumbai 400028

Phone No- 022-24224438 Fax 022-24221558

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

RE-Tender Notice

Online digitally signed tenders are invited from reputed Manufacturers and Authorised Distributors for supply (Including AMC) of Hydraulic excavators 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 : Wednesday, Dt. 3rd May 2017 11.00 Hrs.
- Pre-bid Meeting : Thursday, Dt. 11 May 2017 14.00 Hrs.
- Venue: On 3rd floor Main building Trust Office.
- Last Date of Submission online Tender: Thursday, Dt. 18th May 2017 up to 14.00 Hrs.
- Opening of Technical Bid: Friday, Dt. 19th May 2017 14.00 Hrs.
- Opening of Price Bid: Friday, Dt. 19th May 2017 16.00 Hrs.

Sd/
Sanjeev Patil
Executive Officer

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI
MUMBAI 400 028.

Tender for Supply of “Hydraulic Excavator”

Index

SR. NO.	CHAPTER NO.	DESCRIPTION
1	1	INSTRUCTIONS FOR BIDDERS
2	2	CONDITIONS OF CONTRACT
3	3	BILL OF REQUIREMENT
4	4	TECHNICAL SPECIFICATIONS OF HYDRAULIC EXCAVATOR
5	5	PROFORMA FOR PRICE SCHEDULE (ENCLOSURE WITH COMMERCIAL BID)
6	6	CONTRACT FORM
7	7 (C-1)	BIDDERS PARTICULAR (ENCLOSURE WITH TECHNICAL BID)
8	7 (C-2)	BID FORM (ENCLOSURE WITH TECHNICAL BID)
9	7 (C-3)	GURANTEE (ENCLOSURE WITH TECHNICAL BID)
10	7 (C-4)	CHECK LIST- TECHNICAL BID (ENCLOSURE WITH TECHNICAL BID)
11	7 (C-5)	BID LETTER
12	7 (C-6)	PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE
13	7 (C-7)	TENDER ACCEPTANCE LETTER (ENCLOSURE WITH TECHNICAL BID)

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI
MUMBAI 400 028.

Tender for Supply of “Hydraulic Excavator”

CHAPTER - 1
INSTRUCTIONS FOR BIDDERS

1. General:

- 1.1 Online digitally signed tenders are invited i.e. (i) Technical bid (ii) Commercial bid from manufacturers or their authorized distributors for the purchase of **3 Nos. Hydraulic Excavator for “Shree Siddhivinayak Ganapati Temple Trust” (hereinafter referred to interchangeably as the “Equipments” or the “Items” or the “Goods” or the “Stores” or the “System”)** as per the Technical Specifications (Chapter- 4) 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 Stores. No request for the change of price or time schedule of delivery of Stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 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 **3/05/2017 at 11:00 hrs.**
Pre- Bid Meeting shall be held on 11/05/2017 14:00 hrs.
Last Date Submission of Tender is 18/05/2017 up to 14:00 Hrs.
Technical Bid Opening shall be done on 19/05/2017 on 14:00 Hrs.
Price (Commercial) Bid Opening 19/05/2016 on 16:00 Hrs.
- 2.2 The Scan copy of application fee of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** in the form online payment shall be attached in the prescribed column along with the Technical Bid of Tender. The application fee is non refundable.
Failure to do so will result in rejection of the bid .
- 2.3 The online Technical bids will be opened at **14:00 hrs on 3/05/2017** in “**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 Pre-Bidders meetings will be held on 11/05/2017 at 14:00 Hrs. at “Shree Siddhivinayak Temple Trust” 3rd Floor, Prabhadevi, Mumbai – 400028.**
- 2.6 The Commercial bids of the short-listed Bidders will be opened in the Committee Room **“Shree Siddhivinayak Ganapati Temple Trust” 3 rd Floor, Prabhadevi, Mumbai – 400 028. On 21/04/2017 at 16 Hrs.**
- 2.11 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. Purchaser’s Right to vary quantities at the time of placement of Supply Order/signing of Contract:** The Purchaser reserves the right to vary the quantities up to $\pm 50\%$ of total quantity.
- 4. Purchaser’s right to accept any Bid and to reject any or all bids:** The Purchaser 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 supply 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 Purchaser’s action.
- 5. Bidder Qualification:** The **“Bidder”** as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Stores for which prices are quoted on the Price Schedule (**Chapter – 5**) or his duly authorized distributors. The bidders shall submit a manufacturer’s certificate issued by any Govt. Agency or authorized distributorship/dealership certificate from a manufacturer/principal registered with any Govt. Department.
5. 1 **The average turnover for last three years should be above INR 15,00,00,000 (15 Crore).**
- 6. Bid Security (Earnest Money):**
- 6.1 The Security Deposit (Earnest Money) shall be paid online amount of **Rs. 1,50,000/- (Rupees One Lac 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 Bid Security (Earnest Money) shall be valid for a period of seven and a half months from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.3 The Bid Security (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 in accordance **Clause 1 of Chapter-2**; or
 - ii) to furnish Contract Performance Security in accordance with **Clause 2 of Chapter-2**; or
 - iii) if at any stage any of the information/declaration is found false.
- 6.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to **Clause 1 of Chapter-2** and furnishing the Performance Guarantee, pursuant to **Clause 2 of Chapter-2**.
- 6.5 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 **06 (Six) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 8. Registration with Sales Tax/ VAT Department:** The bidders should have their firm registered with the Sales Tax/VAT Department, with respect to Sales Tax/VAT and shall furnish scanned copies of the same with their Technical Bid along with their latest Sales Tax/ VAT deposit challan/return. Sales Taxes Clearance Certificate Form No. 415 for Year 2015-16.
- 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 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 9.3 Bidder must state categorically whether or not his offer conforms to the specifications given in **Chapter 4**, specify clearly deviation if any of the tender.

Bidder is free to quote better version or to add any better configuration in line with technical specification of **Chapter 4**.

10 Bid Requirements:

- 10.1 The Bidder must quote for items and quantities as listed under the Schedule of Requirements (**Chapter – 3**) and also for any other equipment/components/services required for the equipment in the Price Schedule format (**Chapter- 5**). Nothing over and above the quoted price shall be payable on any account.
- 10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 3%** of the Contract Value, at the time of award of Contract as per the prescribed Performa (**Annexure – C- 6 of Chapter 7 & Clause 2 of Chapter – 2**). 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 indicate on the Price Schedule (**Chapter – 5**) attached to these documents the Unit Prices and total Prices of the Stores it proposes to supply under this tender in the following manner:-

i) Unit price in Indian Rupees

- ii) Custom Duty/Excise Duty, if applicable (along with the rate of duty)
- iii) Sales Tax/VAT in Indian Rupees.
- iv) Other Govt. levies, if any.
- v) Incidental charges, if any.
- vi) Extended price in Indian Rupees
- vii) Total Price, FOR destination.
- viii) AMC Charges for units for 3 years after Warranty/Guarantee period of 1 year.

Note: Optional rates shall not be considered and the bid shall be rejected

- 11.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 11.3 It should be noted that payment by the Purchaser towards other Govt. levies/incidental charges, if any, would be made at actual against documentary proof submitted by the Contractor/Supplier. The Purchaser would provide appropriate Sales Tax/VAT forms applicable to the purchases made on behalf of Government of India.
- 11.4 The supply/billing should be made from the firm/place of C.S.T./ST/Work Contract Registration Clearance.
- 11.5 The Purchaser will make all payments, under this contract, in Indian rupees
- 11.6 The bidder should ensure that all columns of the price schedule (Chapter-5) 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. GUARANTEE/WARRANTY & AMC

- 12.1 The Bidder shall provide onsite comprehensive Guarantee/Warranty for all stores/equipment at least for a period of **01 (One) Years** from the date of final acceptance of the equipment and also provide comprehensive Annual Maintenance of the entire equipment for all 3 **(Three) Years** after expiry of the warranty/guarantee period of **01 year**.
- 12.2 AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The AMC charges for 3 years will be loaded in the project price for deciding the lowest bidder.

13. 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 **(Annexure C1, Chapter 7)**
 - ii) Bid Form **(Annexure C2, Chapter 7)**
 - iii) Technical Specifications of Hydraulic Excavator **(Chapter 4)**
 - iv) Warranty **(Annexure C3, Chapter 7)**

- v) All technical brochures/documents relevant to the Bid.
- vi) Copies of ST/VAT Registration Certificate & Current Tax Clearance Certificates/Return (**Clause 8, Chapter 1**)
- vii) **Certificate as per clause 10.3 of Chapter 1**
- viii) Check List of Technical Bid (**Annexure C4, Chapter 7**)
- xi) Tender acceptance letter (**Annexure C7 of Chapter 7**)

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

- i) **Price Schedule (Chapter-5) & AMC Rates for 3 years after Guarantee warranty Period of 1 year.** 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. 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 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 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 0120-4200462/0120-4001002/8826246593, email-support-eproc@nic.in

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

CHAPTER – 2
CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 15 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring along with him, the power of attorney, the contract performance security and common seal etc. for signing the contract.
- 1.3 The tenderer shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specifications, plan, drawing pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.

2. Contract Performance Bank Guarantee & AMC Performance B.G.:

- 2.1 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 Siddhivinaya Ganapati Temple Trust, Prabhadevi, Mumbai – 400 028.**”

- 2.2 In the event of delay in acceptance of the goods, the supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
- 2.3 Thereafter, the supplier shall furnish an AMC Performance Bank Guarantee equivalent to five percent (5%) of the AMC charges from a scheduled bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of A/C Payee Demand Draft, FDR.

3. Payment Schedule : The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-

- 3.1 **Delivery of Goods:** The Supplier shall notify the Purchaser about the delivery of the Stores to the Delivery Site one week in advance of the expected date of partial or complete delivery.
- 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Stores supplied under the contract failing which the

Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.

3.3 The payment will be made after receipt/final acceptance of the goods and Installation in all respect.

3.4 No advance payment shall be made.

4 Packing, Forwarding & Shipment: The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.

5 Delivery, Installation and Commissioning:

Delivery, installation, testing and commissioning of the equipment at the places in **Vidharbha & Marathwada**. shall be completed by the Supplier in accordance with the terms specified by the Purchaser within 5 to 6 weeks from the date of Award of Contract.

6 Insurance: The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

7 Inspection:

7.1 The Purchaser shall have the **right to inspect** and/or test the **goods** for conformity to the Contract Specification.

7.2 Should any inspected or tested Stores fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

7.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.

7.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.

7.5 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to **Executive Officer**, Shree Siddhivinayak Ganapati Temple Trust.

7.6 For the purpose of taking over the goods/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site. The Purchaser shall only accept the equipment that meets the acceptance test.

7.7 The installation or commissioning shall not be deemed to have been completed unless all the goods and System are accepted by the Purchaser.

7.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.

8. Guarantee/Warranty

8.1 The Supplier shall provide comprehensive on-site **Guarantee/ Warranty** for all Stores/equipment supplied under the Contract at least for a period of **(One) year from the date of final acceptance of the equipment.**

8.2 The Supplier must have a maintenance base in Mumbai to provide maintenance service, of the System being offered, efficiently and promptly.

8.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.

8.4 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period and also during the period of AMC, if awarded.

8.5 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee period/AMC. Consumables like Conveyor belts, lead curtains shall be exempted in case of physical wear & tear. However any manufacturing defects for the conveyor belts or lead curtains shall be covered & included.

8.6 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within one week duly repaired. In case of any major breakdowns beyond 1 week, an immediate substitute / alternate arrangement shall be made available by the supplier so the operations & security at the temple is not affected. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier/contractor.

8.7 Apart from the service/repair calls, the service engineer deputed by the supplier will visit the site once every fortnight to assess the serviceability of the System and once in every 03 months to carryout the Preventive Maintenance and diagnostics of the system as well as conduct a refresher training of the end users during the Warranty Period & AMC.

8.8 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 9.7 to 9.10.**

8.9 If the Supplier fails to repair or replace the defective Equipment/ Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the supplier's Contract Performance security.

9. Post-Warranty services and maintenance

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the System, for a minimum period of Three years after expiry of the warranty/guarantee period of 1 year. The bidder shall indicate the estimated life span of the quoted System.
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the Hydraulic Excavator. **(Chapter – 5)** for 3 years after expiry of the warranty/guarantee period of 1 year.
- 9.3 **The AMC rates will also be considered while deciding the lowest bidder.**
- 9.4 The payment towards AMC shall be payable periodically after successful completion of the maintenance service during that period, the period being not more than 6 months.
- 9.5 Under the AMC, the Supplier shall provide comprehensive maintenance services of the entire equipment/system including the spares, batteries, UPS etc and there shall be no hidden cost.
- 9.6 Preventive maintenance service of the system under AMC must be carried out once in three months.
- 9.7 During the period of AMC, the service/repair calls are to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within, two weeks duly repaired and immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.
- 9.8 Machine should be attended within a period of 48th hour on written request.
- 9.9 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the Contract Performance Bank Guarantee, by way of penalty, a sum equivalent to One (1) percent of the price of the AMC rates for each and every week (part of a week being treated as full week) of delay until actual performance, upto a maximum deduction of Five percent (5%) of the AMC charges.
- 9.10 If the Supplier fails to repair or replace the defective card/item within the warranty period, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of the Supplier.

9.11 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.

10. Delay in the Suppliers performance

Delivery of the Goods and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **clause-13** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-20** below accompanied by forfeiture of Performance Security.

11. If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.

12. Liquidated Damages : If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1(one) percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 05% (Five Percent) of the undelivered Equipment/Services.

13. Force Majeure: The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

15. Patent Indemnification: The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.

16. Waiver: Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.

17. Assign ability: Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the

assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.

18. Severability: If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

19. 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.

20. Termination for Default

20.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- a. If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
- b. If the Supplier fails to perform any other obligation(s) under the Contract.

20.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.

20.3 On termination of the Contract for default, action will be taken to black list the Supplier.

21. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

22. Termination for Convenience:

22.1 The Purchaser 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 Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

22.2 Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.

23. Resolution of Disputes: In the case of dispute or difference arising between the Purchaser and the Supplier 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 Supplier, 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 REQUIREMENT FOR Hydraulic Excavator for
SIDDHIVINAYA MANDIR TRUST**

SHALL BE AS FOLLOWS:

Sl. No.	Name of Equipment	Total Qty.
1.	Hydraulic Excavator	3 Nos.

CHAPTER - 4

**TECHNICAL SPECIFICATIONS OF HYDRAULIC EXCAVATOR
FOR SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST**

Sr. No	Specifications		Compliance (Y/N)	Remarks
1	Operating weight	It should be minimum 20000 Kg.	Yes / No	
2	Engine	The hydraulic Excavator should be powered by fuel efficient diesel Engine developing > 130 HP @ Minimum 1300 rpm.	Yes / No	
3	Attachment	The hydraulic Excavator should be fitted with 5.6 m heavy Duty Boom; 2.2 m Heavy Duty Arm and 0.8 - 1.1 Cubic Mtr. Bucket. Digging Depth of minimum 5900 mm.	Yes / No	
4	Undercarriage	The Hydraulic Excavator should be fitted with 500/600 mm Triple Groused Track shoes.	Yes / No	
5	Hydraulics	The Excavator should have minimum swing Speed of 11 rpm and minimum Tractive Effort 145 KN-m and latest Hydraulic technology with Auto idling. As per	Yes / No	

		SAE Norms, the Excavator should have minimum Arm Tear out Force of 110 KN and Bucket Breakout Force of 120 KN. The machine should be equipped with at least 2 working Modes as per the site conditions and applications and material density.		
6	Operator Cabin	The Excavator should be provided with cabin having sufficient ventilation and circulation of air through cab filter/fan. Adequate Seat adjustment	Yes / No	
7	Safety Features	Anti Slip Plated, tool kit, Hammer, Master electrical Disconnect switch; Lights, Mirrors, Handrails: Windshield safety Grill; Belly guard; Hydraulic Lock;	Yes / No	
8	Other Features	Telematics should be fitted on the machine to remotely monitor the machine and the system should given information on Hour, Machine Utilisation, Service, Machine location Etc.	Yes / No	
9	Details of Authorised spare outlets in Maharashtra			
10	Machine working Pressure	Machine should have working Pressure of 300-400 kg/cm ³ .	Yes / No	

11	Hydraulic Oil change period	Hydraulic Oil change period on bucket application should be 5000 Hrs.	Yes / No	
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Please note that a point by point compliance table with deviations & remarks (if any) needs to be provided for the technical evaluation of the models offered by the bidders.

CHAPTER -5
PROFORMA FOR PRICE SCHEDULE
(Enclose with Commercial Bid)
TENDER FOR THE PURCHASE OF 3 NOS. Hydraulic Excavator
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 of work/item	Qty.	Unit Price in Indian rupees	Custom duty on Unit Price, if any (To be specified)	Sales Tax/ Service Tax on Unit Price	Other Govt. Levies/ Duties on Unit Price, if any (To be specified)	Incidental charges on Unit Price, if any	Extended Price (In Indian Rupees)	Total Price for Destination including Taxes, Levies, Duties & other charges
								(3 X 4)	(4+5+6+7+8) X 3
1	2	3	4	5	6	7	8	9	10
1	Hydraulic Excavator								
2	AMC charges for Second Year								
3	AMC charges for Third Year								
4	AMC charges for FourthYear								
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-6
Contract Form

CONTRACT No. -----

This Contract made on the ----- day of ----- (hereinafter referred to as the “**Contract Date**”) between the Shree Siddhivinayak Ganapati Temple Trust, Prabhadevi (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company incorporated under the Companies Act, 1956 and having its office at -----(here in after referred to as a “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A. The Purchaser is desirous to procure ----- (hereinafter referred to as the “**Stores**”) for Shree Siddhivinayak Temple and had sought a commercial offer for the supply of the System.
- B. With respect to the enquiry issued by the Purchaser ----- the Supplier had submitted its Commercial Bid dated -----
- C. The Purchaser has accepted the Supplier’s Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores and associated services at a total cost of Indian Rs. ----- / (Indian Rupees ----- only).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
2. **CONTRACT DOCUMENTS:** The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract

and shall form and be read and construed as part of this Contract viz: -

- Exhibit-A: Tender enquiry No.----- dated -----
Supplier’s commercial offer dated -----
- Exhibit-B: -----
- Exhibit-C: Supplier’s written clarification and confirmation letter dated --- (if

----- any)
Exhibit-E: Purchaser's Letter of Intent No----- / ____/-----

2.2 Order of Precedence: In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall include supply, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of stores at Purchaser's Delivery Site, any other services associated with the delivery of Stores, providing warranty services for the Stores. All Stores deliverable under this Contract shall be referred to interchangeably as the "Goods" or the "Items" or the "Stores".

4. CONTRACT PRICE

4.1 The prices for supply of the Stores and other associated services is detailed specifically in the Supplier's Commercial offer (Exhibit-B) read with Supplier's written clarification and confirmation

letter dated----- (Exhibit - C). The contract price is Indian Rs.----- /-
----- (Indian Rupees -----

---- only). This price excludes existing Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date,

which the Purchaser shall bear and pay at actual.

Sales Tax @ -----against form-D as applicable on items -- of Exhibit- C of the

4.2 - ----- Contract.

5. CONTRACT PERFORMANCE BANK GUARANTEE

6. PAYMENT SCHEDULE

7. DELIVERY

8. INSURANCE

9. INSPECTION AND TESTS

10. WARRANTY

11. DELAY IN THE SUPPLIER'S PERFORMANCE

12. LIQUIDATED DAMAGES

- 13. FORCE MAJEURE
- 14. PATENT INDEMNIFICATION
- 15. WAIVER
- 16. ASSIGNABILITY
- 17. SEVERABILITY
- 18. GOVERNING LAW
- 19. TERMINATION FOR DEFAULT
- 20. TERMINATION FOR INSOLVENCY
- 21. TERMINATION FOR CONVENIENCE
- 22. RESOLUTION OF DISPUTES

(The clauses 5 to 22 shall be according to the Conditions of Contract in Chapter-2)

23. ENTIRE CONTRACT: This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name: -----	Name: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of ----- -----
Witness	a) Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

**CHAPTER – 7
ANNEXURE-C-1**

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

Signature

Name

Name

Address

Designation

Date

Company Seal

CHAPTER -7
ANNEXURE-C-2
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, to complete delivery, installation and commissioning of the System as per the schedule 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 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

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
Annexure – C-3
G U A R A N T E E
(Enclose with Technical Bid)

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

Ref: TENDER NO. -----

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

CHAPTER -7
ANNEXURE – C4

CHECK LIST - TECHNICAL BID

(Enclose with Technical Bid)

- | | | |
|-----|---|---------|
| 1. | Have you purchased the tender document? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-C1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-C2)? | Yes/No |
| 4. | Have you furnished tender fee Online? | Yes/No |
| 5. | Have you furnished Bid security (Earnest Money) Online? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Have you enclosed un-priced Schedule of Requirement giving details of equipment quoted? | Yes/No |
| 8. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 9. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 10. | Have you quoted for unit price & AMC charges. | Yes/No |
| 11. | Have you enclosed Tax registration and Clearance certificates? | Yes/No |
| 12. | Have you furnished the guarantee for supply of spares in the post warranty period? | Yes/No |
| 13. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 14. | Have enclosed the certificate as per clause 10.3, Chapter-1? | Yes/No |
| 15. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 16. | Have you submitted tender acceptance letter (annexure-C8) | Yes/No. |

CHAPTER -7
ANNEXURE- C5
BID LETTER

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

Ref: **TENDER FOR THE SUPPLY OF 3 NOS. HYADRAULIC EXCAVATOR**
FOR SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST PRABHADEVI, MUMBAI

Sir,

We declare:

1. a) That we are manufacturers / authorized agents of _____.
b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
2. We hereby offer to supply the Goods at the prices and rates mentioned in the Commercial Bid at **Chapter 5**.
3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply of the equipments** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at the location (site) to be indicated by Shree Siddhivinayak Ganapati Temple Trust.
5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the Commercial Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
8. Certified that the Bidder is:

a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

or

a company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.

9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2016.

Signature of the Bidder

Details of enclosures:

Full address:

Telephone

Fax No.

Mobile no.

Email address:

CHAPTER -7

Annexure C-6

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Ref _____

Date _____

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

Dear Sir,

In consideration of the Executive Office (Shree Siddhivinayak Ganapati Temple Trust (hereinafter referred to as the Purchaser) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. _____ dated __/__/__ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the „Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs _____ * _____ as aforesaid at any time up to _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the

contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding,

- a) any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or
- c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies 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.

We _____ hereby agree and undertake that any claim
which

(Indicate the name of the bank)

the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies

of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs _____*_____ and it shall remain in force up to and including _____**_____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2016 _____ at

WITNESS

(Signature) _____

(Signature) _____

(Name) _____

NAME _____

(Banker's Rubber Stamp) _____

(Official address) _____

Attorney as per Power of Attorney _____

* This sum shall be ten percent (10%) of the Contract Price.

** The date will be 05 (Five) year and six months from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

Note: On Stamp Paper of Rs. 500/-

Annexure – C-7
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 supply of Hydraulic Excavators for use in Shree Siddhivinaya Ganapati Temple Trust.

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)