1. e- TENDER NOTICE

Director General Of Police, Maharashtra State, Mumbai invites Tenders in ‘B-1’ Form from the Contractors, who have completed at least three (3) waterproofing works in Mumbai with minimum proven experience in waterproofing and civil projects for the work described below.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of work</th>
<th>Approximate Estimated cost in (Rs.)</th>
<th>e-Tender No.</th>
<th>Time limit for Completion of work</th>
<th>Earnest Money Deposit in (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Waterproofing and civil work of mess building, guest house at Police Officer’s Mess at Worli, Mumbai.</td>
<td>Rs 42,00,000/- (Rs Forty Two Lakh)</td>
<td>Tender No.532</td>
<td>4 Months</td>
<td>42,000/- (1% one percent) of the total cost</td>
</tr>
</tbody>
</table>

NOTE :

i) All eligible/interested contractors are mandated to get enrolled on e-Tendering portal http://mapo.maharashtra.etenders.in

ii) To process the tenders online, to encrypt their bid and to sign the bid hashes, bidders are required to obtain digital certificate. For details bidders should contact Help Desk.

iii) Contractors can contact Help Desk for any clarification of their doubts regarding the process of Electronic Tendering System. Help Desk at through Email ID support.gom@nextenders.com or Phone No. 020-30187500

iv) The tenderer shall fully satisfy himself regarding accuracy of Bill of Quantities. Discrepancy, if any shall be brought to the notice of Director General Of Police, Maharashtra State, Mumbai at the time of Pre-Bid meeting. If this is not done, then it will be presumed that the area mentioned in the tender is acceptable to the tenderer.

v) All items of work, part of work or work itself mentioned in the tender
document or vice a versa are to be executed by the contractor. Non appearance of any of the item in the tender or vice a versa shall not vitiate the scope of the lump sum tender.

vi) Time limit for completion of work 4 (Four) months from the date of work order. Contractor has to undertake Waterproofing and civil work of mess building, guest house at Police Officer’s Mess at Worli, Mumbai as per specifications, conditions, terms of contract, instructions given in writing from time to time by Director General Of Police, Maharashtra State, Mumbai under their supervision and other conditions and terms of contract.

Contractors are requested to submit their offer in percentage rate in words as well as in figures for the waterproofing works of building and the scope of work as mentioned below.

The scope of work shall include Waterproofing and civil work of mess building, guest house at Police Officer’s Mess at Worli, Mumbai as per plan, specification, prepared by Director General Of Police, Maharashtra State, Mumbai under their supervision and other condition and terms of contract, as per schedule B. The work shall be carried out as per specifications and instructions on site.

Any other work / item which is required for satisfactory completion of the project, as per the directions and guidance of Director General Of Police, Maharashtra State, Mumbai.
### 1. TENDER FORM

(Online Tender bid to “Director General of Police & Inspector General of Police, Maharashtra State, Police Headquarters, Old Council Hall, Mumbai 400 001”.)

| A) | Tender reference No. | :- | DGP/Worli Mess/ /(2014) |
| B) | Date of Tender Download | :- | From 26/08/2014 10.00 hrs. upto 08/09/2014 17.00hrs. |
| C) | Online submission of Tender (Bid preparation and Hash submission) | :- | From 26/08/2014 10.01 hrs. upto 08/09/2014 17.00hrs. |
| D) | Prebid meeting | :- | 01/09/2014 at 11.00 hrs DGP office, First Floor |
| E) | Online Final confirmation (Decryption and Re-encryption) | :- | From 10/09/2014 10.00 hrs. upto 12/09/2014 17.00 hrs. |
| F) | Date of Technical Bid opening | :- | From 13/09/2014 10.00 hrs. upto 20/09/2014 17.00 hrs. |
| G) | Validity of Tender | :- | 120 days from the date of opening of tender |

<table>
<thead>
<tr>
<th>E-Tender No.</th>
<th>Description of work</th>
<th>Schedule of Quantities</th>
<th>Estimated cost in Rupees(Approximate)</th>
<th>Offer from Tenderer</th>
</tr>
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<td>532</td>
<td>Waterproofing and civil work of police officers mess building at Worli, Mumbai.</td>
<td>As per Schedule B of the tender</td>
<td>Rs 42,00,000 (Rs Forty Two Lakh)</td>
<td>In percentage rates (in figures and in words)</td>
</tr>
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**Terms and Conditions**

1. Online tenders are invited in ‘Two Envelope System’ (Technical Bid & Commercial Bid) Tenderer can download the tender form and specifications from the Electronic Tendering System of Maharashtra Police, web portal https://mapo.maharashtra.etenders.in.

2. Tenderer has to submit separate Demand Drafts towards Tender Document Fees(Rs.2000/-) and Earnest Money Deposit (Rs 42,000 or 1% (one percent) of estimated cost) in the name of “Maharashtra police officers mess” payable at Mumbai on 08/09/2014 before 17.00 hours *(Name of the tenderer and the Tender No should be written on the envelope)*. This envelope should be submitted at the office of the Manager, Maharashtra Police Officers Mess, Worli, Mumbai. The Technical Bid envelope shall accompany a scanned copy of Demand Drafts of Tender Fees and EMD. If Tenderer fails to submit tender document fees in the form of Demand Draft, his offer will be rejected. The tender document fees will not be refunded under any circumstances.

3. Decryption and Re-encryption stage as specified in the Tender Schedule.

4. Tenderers are requested to submit their bid online in two separate envelopes marked as “Technical Envelope” and “Commercial Envelope”.

5. The Bidders are required to submit their Bids online (except for Tender Form Fees and Earnest Money Deposit, which shall be received manually). Manual Bids for these items shall not be considered in any circumstances.

6. The various activities required to be executed by the Bidders to submit their Bids for these items are time and date locked. The Bidders are requested to execute all the activities related to their bids within the prescribed time limits (Key dates) for each time. Tender Inviting Authority shall not be responsible for any delay.

7. As per the provisions of Information Technology Act – 2000, the Bidders are required to sign the bid data using Class – II / Class – III Digital Certificate. The Bidders may procure the Digital Certificate in the name of the authorized representative of the organization at the earliest. Bidders who may need to procure Digital Certificates may contact Sify - Nextenders on 020-30187500

8. For any further assistance regarding the process of Electronic Tendering System, the Bidders may please contact the Helpdesk Support Team of Sify – Nextenders on 020-30187500

9. For further information, please visit http://mapo.maharashtra.etenders.in

10. Site Visit on 06/09/14 at Maharashtra Police Officer’s Mess, Worli, Mumbai at 1100 hrs.

**Technical Bid**

1. Eligible tenderer should have full-fledged establishment with relevant experience in waterproofing and civil works

2. To qualify for the award of the contract, each tenderer must have achieved in his name the average minimum annual turn over (in all classes of waterproofing only) of Rs 1(one) crore each year during 01.01.11 to 31.03.14. *(Information to
be certified by CA and to be given only in Form No V)

3. Proof of experience: Experience certificate of having started and completed at least 3 (three) similar waterproofing/civil works of building during the last 3 (three) years i.e. from 01.01.2011 to 31.03.14. The Contractor must have started and completed at least 3 (three) or more waterproofing and civil works of the magnitude of not less than 1 (one) crore each during the period 01.01.11 to 31.03.14.

4. Last three years I.T. return of company duly attested by notary or by Gazetted Officer.

5. Three years Balance Sheet certified by authorized C.A.

6. Three years Tax Return by the company along with Service Tax Registration certificate.

7. Service Tax return filed to the Government of last 6 months.

8. Provide the details of company profile.

9. Provide the details of owner, Director & Proprietor.

10. List of current clients and their satisfactory certificate along with contract orders and phone numbers.

11. Tenderer convicted or involved in any criminal offence or any unethical practices and or against whom any complaint(s) are lodged with the statutory authority will be considered ineligible for awarding the contract.

12. Scan copy of Tender fees DD & EMD, signed copy of tender document should be uploaded.

### Commercial Bid

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<td>In Percentage Rate (in words and in figures)</td>
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1) The tenderer should give his final cost and should not use terms such as "if applicable " or " as per actual ". While quoting the rates, it should be inclusive of all taxes. Any addition / subtraction in the final rate quoted, as above after the opening of commercial tender, will be taken as post – tender – negotiations and will not be entertained at all.

2) The Price must be both in figures and in words.
3) All the documents enclosed in technical and commercial tender must be attested by the participant or his authorized signatory. The copies of various certificates should be attested by the Gazetted Officers or by Notary.

4) The commercial envelopes of only those participants will be opened, who have passed in technical bid.

5) The Director General & Inspector General of Police, MS, Mumbai reserves the right to select any tenderer on the grounds of his experience, the capacity & turnover of the contractor/company, which can infuse confidence that selected contractor/company can provide satisfactory services.

6) It is responsibility of the tenderer to take back EMD after finalizing the tender. No interest will be paid at any cost on EMD.

7) The tenderers have liberty to remain present or to authorize their representative at the opening of technical or commercial tender at the time and date specified. Dates quoted for opening of technical and commercial tender are subject to changes in case there is any holiday abruptly declared by the Government.

8) The Director General & Inspector General of Police, MS, Mumbai, reserves the right to reject any, or all tenders without assigning any reason.

9) In case of failure to do the work against contract signed with the tenderer, the Director General & Inspector General of Police, M.S., Mumbai reserves to himself the right to impose such penalty as he deemed fit or to discontinue the contract for non fulfillment of the terms & conditions of the contract.

10) Any statutory increases or decreases as an act of State or the Central Government relating to service and other taxes shall be to the account of the contractor.

11) The Director General & Inspector General of Police, MS, Mumbai or the officer authorized by him will have a right to visit the site to check the quality of work done by the contractor/company.

12) Contractors are required to submit their offer in percentage rate in words as well as in figures for the waterproofing and civil work as given in Schedule- B

13) In case of discrepancy between percentage rate quoted in figures and words, the lower of the two shall be considered for acceptance of tender and calculation of amounts.

14) The tenderer should study the site conditions and tender document.

15) If the tender offer is at variance with the estimated project cost by more than +10% the tenderer will have to furnish additional security deposit in the form of Bank Guarantee for amount equivalent to (tender percent below or above the estimated cost-10%)x 10/100 x estimated project cost. If such additional security is not submitted by tenderer as per terms and conditions mentioned in the acceptance letter, his EMD amount will be forfeited.
16) **Completion of the Job:**
4 months from the 2\textsuperscript{nd} day of issue of work order /signing of contract including monsoons

17) **Earnest Money Deposit:**
Rs 42,000/- or 1\% of the cost of the tender for a period of 3 (three) months in the form of Demand draft payable at Mumbai in favour of Maharashtra Police Officers Mess.

18) **Security Deposit:**
- **Total security deposit:** 5\% of accepted tender cost.
- **Initial security deposit:** 50\% of Total security deposit in the form of irrevocable bank guarantee from Nationalised bank /schedule bank which will be released after defect liability period of 10 years is over.
- **Remaining security deposit:** Balance security deposit will be deducted from RA bills @ rate of 5\% (five percent).

19) **Mobilisation Advance:** No mobilization advance will be given.

20) **Liquidated damages for delay:**
0.5\% of contract sum per week. Would be charged on even interim milestones, would be returned if next milestone is achieved. **Limit of liquidated damages** is 10\% of the contract sum.

21) **Running Account bills:**
Contractor should submit bills to the officer in charge provided that no single bill shall be less than Rs 5 lakh except in case of final bill.

22) **Certification of bills:**
upto 50\% of assessed bill value submitted with joint measurement with Engineer / Officer in charge within 5 (five) working days of submission of bills. Balance if any within 7 (seven) days thereafter.

23) **Payment of Interim Bills:**
Certified amount within 7 (seven) days of certification of the bill by the consultant.

24) **Payment of final bill:**
Contractor should submit final bill within one month after completion of work and the same shall be paid within 3 months, if it is in order. Disputed items and claims if any shall be excluded from the final bill and settled separately later.

25) **Claims:**
Bills for extra work or any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the appendices. Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data/details may be submitted subsequently.

26) **Award of Contract:**
Prior to the expiration of the period of bid validity the successful Tenderer will be notified in writing by registered letter or telex or fax or by hand in person, that his bid has been accepted.
27) **Signing of Contract:**
At the same time as the office notifies the successful Tenderer that its bid has been accepted the office, will send the Tenderer the Contract Form incorporating agreements between the parties. Within 15 days of receipt of the Contract Form, the successful Tenderer(s) shall sign and date the contract and return it to the D.G.P. & IGP, M.S., Mumbai.

28) **Performance Guarantee:**
The successful Tenderer shall furnish the performance guarantee in accordance with the conditions of contract valid for entire period of the contract.

29) **Assignment:**
The Administrator shall not assign, in whole or in part, its obligations to be performed under this contract, to any other parties.

30) **Arbitration:**
   i) If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall refer such dispute to arbitration, in accordance with the rules of arbitration & reconciliation of the Arbitration and Reconciliation Act, 1996, as amended or re-enacted from time to time, provided however that the Parties shall try and resolve the dispute within 60 days from the time of the dispute arising between the Parties.

   ii) In the event of the dispute not being resolved as per above clause either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by the Parties or, in the event that the Parties are unable to agree on the person to act as the sole arbitrator within [30] days after any Party has sought for an arbitration in written form, by two arbitrators, one to be appointed by each Party with power to the two arbitrators so appointed, to appoint a third arbitrator.

   iii) The proceedings of arbitration shall be conducted in the English language and in Mumbai only.

31) **Termination for default:**
In case of any default or breach of terms and conditions of the said agreement (to be signed by both the parties) or in case of any serious lapse noticed in the work, it will lead to the Termination of the contract in totality.

32) **Canvassing:**
Tenderers are hereby warned that canvassing in any form for Influencing the process of Notification of Award would result in disqualification of the Tenderer.

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I HAVE CAREFULLY READ THE CONDITIONS MENTIONED ABOVE
(Signature of Tenderer)

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