



THE AUTOMOTIVE RESEARCH ASSOCIATION OF INDIA.

Survey No. 102, Vetal Hill, Off Paud Road,
Kothrud, PUNE - 411 038.

TENDER DOCUMENT

**Electrical Installation and allied works for
illumination , power sockets & fabrication at
electrical substation MRC Takwe Pune.**

Volume – I (Technical Bid)

Tender reference- ID/ PR: - 60005346

May-2026

Tender Document for “Electrical installation & allied works for illumination, power sockets & fabrication at Electrical substation ARAI MRC Takwe Pune.

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Section -1
NOTICE INVITING THE TENDER

1. Tenders are invited in 2 bid system (Technical bid and price bid) by The Automotive Research Association of India, (ARAI) an autonomous body, formed under the guidance of ministry of Heavy Industries Govt. Of India, and Automobile manufacturers, from contractors for **“Electrical installation & allied works for illumination , power sockets & fabrication at Electrical substation ARAI MRC Takwe Pune.**

2. The 1st/Technical Bid must contain the **Earnest Money Deposit** in the form of Demand Draft of Scheduled or Nationalized bank in favor of **The Automotive Research Association of India** payable at Pune, latest income tax clearance certificate, GST registration certificate and covering letter. Any technical clarification, if required, to be put in this cover only. If the first s bid not contains EMD in the form of D.D. & all said certificates, the 2nd bid containing Price Bid (i.e. filled Bill of Quantities) will not be opened and the tender will be rejected.

For claiming exemption on EMD, organization/firm to submit relevant registration certificate & corresponding supporting rules for exemption of EMD. ARAI shall scrutinize & consider as appropriate.

3. The 1st Bid (Technical Bid) containing the EMD will be opened as per the schedule mentioned in table no. 1, in the presence of ARAI internal committee.

4. The 2nd Bid (Priced bid) should contain only Price Offer (Bill of Quantities) duly signed by the bidder. This will be opened in presence of ARAI’s internal committee after scrutiny of technical bid, as per the schedule mentioned in table no. 1.

5. ARAI reserves the right to accept or reject partly or fully any or all Tender without assigning any reason therefore.

6. The period of completion of work is mentioned in the Summary of Contract, including mobilization period of 5 (five) days from the date of issue of Lol/ Work Order to the Contractor.

7. The quoted rates shall remain unchanged throughout the contract period. ‘Escalation Clause’ is not applicable for this contract.

8. The ‘Mobilization Advance’ shall not be paid but advance against materials brought to site shall be paid to the extent of **up to 75%** as per tender conditions.

9. Contractor should depute full time Experienced & qualified supervisor, if contractor fails to depute competent supervisor ARAI may suspend the work till the time supervisor is deputed & no extension of time on this ground will be allowed.

Signature of Contractor with Seal

TABLE No. 1

Tender Document for “Electrical installation & allied works for illumination , power sockets & fabrication at Electrical substation ARAI MRC Takwe Pune.”		
Activity	Date	Time
Collection of Tender documents	As per Notice inviting tender	
Submission of bids		
Opening of Technical Bid		
Opening of Price Bid		

Section -2
INSTRUCTIONS TO THE BIDDER

1. This is a Limited E-tender, interested tenderers/Bidders may download the tender enquiry document (TED) and submit their hard copy sealed bids to purchase dept. at below address Automotive Research Association of India (ARAI), Pune S. No. 102, Vetal Hill, Off Paud Road, Kothrud, Pune – 411038 (India).
2. Bidder shall submit sealed bid as main **hard copy** envelope which shall contain cover no.01 as technical bid and cover no.02 as commercial bid.
3. Mention tender reference no. on Main envelope and name of bidder. On Cover no.01 mention as “Technical Bid” and on Cover no.02 mention as “Commercial Bid”, close and seal each envelope properly and ensure its intactness. Then Submit it to ARAI, Pune office either by hand or by courier/speed post, but ensure that it shall reach ARAI well before the deadline of tender submission. Late bid will not be accepted.
4. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
5. Bidders should strictly follow the date & time schedule mentioned under the Tender enquiry on CPP portal www.eprocure.gov.in
6. Bidders are requested to study the notice, general and special conditions, technical specifications, bill of quantities, drawings and make themselves fully conversant with the Employers requirement and site conditions.
7. Bids received in **hard copy** in requested two bid formats only will only be considered. Bids in any other format will be rejected.
8. Bidders to base the rate analysis calculations on current market rates including all central and state government and local authority’s taxes, duties, levies etc. along with the fluctuation in the market excluding GST which should be indicated separately in BOQ.
9. Bidders to sign each page of the tender document.
10. Bidders to note that conditional tender will be liable for rejection.
11. All safety measures and precautions as per the law including necessary insurance must be taken by the contractor of their laborers/workers along with ARAI employees and visitors.
12. ARAI will not be responsible for any delay in enrollment / registration as bidder or submitting /uploading the offer tender portal. Hence, bidders are advised to register in e-tendering website URL: <http://eprocure.gov.in/eprocure/app> and enroll their Digital Signature Certificate and upload their bid well in advance.

13. The request for extension to “Bid submission end date” should be avoided, in case extension is inescapable, ARAI can take the decision.
14. Any change/corrigendum/extension of opening date in respect of this tender will be issued through websites/portal only and no separate notification will be issued in this regard. Bidders are therefore requested to regularly visit portal for updates.
15. Bidders to submit the list of machinery and equipment, transportation facilities, and manpower available with them to complete this job.
16. **If applicable & available**, the water and electricity will be supplied to the Contractor at one point. Contractor has to make his own arrangement to tap the source. If provided, Charges towards water and electricity shall be deducted at 1% (0.5% for water & 0.5% for electricity) of the total cost of work done from each R.A. Bill.
17. Time is the essence of the contract. The work is to be completed within stipulated time as mentioned in summary of contract from the date of commencement of work as per the approved construction schedule. In case the work is awarded in parts to separate agencies and the other works such as services/utilities which may be done by other specialized agencies simultaneously then the work is to be carried out in coordination with other agencies for overlapping activities.
18. The work is to be executed as per the IS specifications for material and workmanship. unless mentioned otherwise, the mode of measurements shall be as per ISI.
19. **Secured Advance on Non-perishable Materials**

The Contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to **75%** of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the Contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works.

When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this Contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials.

The decision of the Engineer-in-Charge shall be final and binding on the Contractor in this matter. No secured advance, however, shall be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

20. Earnest Money is liable to be forfeited
a) If after bid opening during the period of bid validity or issue of Letter of Acceptance, whichever is earlier, any bidder i) Withdraws his tender or ii) Makes any modification in the terms and conditions of the tender which are not acceptable to the ARAI (ARAI).
b) In case any statement/information/document furnished by the bidder is found to be incorrect or false.
21. It should be ensured by the Contractor that all employees are covered for all social benefits viz Provident Fund (PF), Employee Pension fund scheme (EPFS), Employee deposit Link Insurance (EDLI), Employee State Insurance (ESI) and gratuity what so ever applicable. Insurance Policy as per Workmen Compensation Act has to be taken for workers for the full contract period as well as while removing the defects if any during defects liability period.
22. Addenda / Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify the documents or to reflect any modifications etc. All such addenda/ corrigenda shall be part of the tender.
23. Canvassing in any form will be disqualification.
24. Provisions under rule 144 (xi) of GFR will be applicable for this tender.
25. Bidder shall submit the declaration about country of origin for the Quoted equipment in technical bid as per chapter-VII
26. Latest notifications of Govt. of India will be referred for concluding the result of tender.
27. **While certain details are indicated above, the Tenderer is strongly advised to visit the site and assess for himself the various details. No claim of the Contractor shall later be entertained on the plea that the information contained herein suffered from any inaccuracy.**
28. **Two Bid System:**
In this system the bidder must submit his offer in hard copy in two covers on or before bid submission date.
“Cover No.1 – Technical Bid” and
“Cover No.2– Commercial Bid”. If Cover 1 is found in order and acceptable, then **Cover 2** will be opened for qualified bidder.

29. CLARIFICATIONS ON TENDER DOCUMENTS

The bidders are required to submit any question in writing or by E-mail so as to reach at the Office of The Deputy Director, Infrastructure Development Department, ARAI, S.no.102, Vetal Hill, Pune -411038, Email ratnaparkhi.pas@araiindia.com , ghate.pas@araiindia.com, sabnis.pur@araiindia.com

30. PRE-BID MEETING –

- A. The Bidder or his official representative is invited to attend a pre-bid meeting which will take place at **ARAI MRC Takwe Pune**.
- B. Pre-bid meeting is to understand site location and its allied premises so has to have clear understanding about adjacent non-movable utilities and constraints which shall give each vendor clarity.
- C. Pre-bid meeting is to understand scope of work clarity.
- D. Minutes of meeting including the text of the questions raised (without identifying the source enquiry) and the responses given will be uploaded on tender e-portal website.
- E. Any modifications of the tender document which may become necessary as a result of pre-bid meeting shall be made exclusively through the issue of an addendum/corrigendum and not through the minutes of pre-Bid meeting. The minutes of meeting as described above and the addendum /corrigendum, if any will be uploaded on tender e-portal website.
- F. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder.
- G. All the participants shall have to follow the prevailing local COVID-19 guidelines.

Signature of Contractor with Seal.

31. AMENDMENT OF TENDER DOCUMENT –

- A. Before the deadline for submission of tenders, the Tender Document may be modified by The Automotive Research Association of India by uploading addendum/corrigendum.
- B. Any addendum/corrigendum issued shall be part of the Tender Documents; there will not be any press notification on addendum/ corrigendum. These addendum/corrigendum (If any) will be uploaded on tender e-portal website.

32. Bid VALIDITY

The bid shall be valid for a period of **120 days**.

33. EARNEST MONEY AND SECURITY DEPOSIT –

The bid should be accompanied by Earnest Money of **Rs. 36,000/- (Rupees Thirty-Six thousand only)** in any of the forms given below: -

Banker's Cheque / Pay Order/ Demand Draft payable at Pune drawn on Scheduled or Nationalized Bank in favor of The Automotive Research Association of India.

Any Tender not accompanied by Earnest money deposit in an acceptable form shall be rejected by the ARAI as non-responsive. For claiming exemption on EMD, organization/firm to submit relevant registration certificate & corresponding supporting rules for exemption of EMD. ARAI shall scrutinize & consider as appropriate.

- 34.** The Contractor whose tender is accepted will be required to furnish Security deposit equivalent to **5%** of contract value within the period specified in Schedule F. This deposit shall be in the form of Banker's Cheque / Demand Draft / pay order /Bank Guarantee of any Scheduled bank or Nationalized Bank in accordance with the prescribed form. In case the contractor fails to deposit the said security deposit within the period as indicated in Schedule F, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

35. Refund of Earnest Money

EMD for the bidders whose tender is not accepted will be returned in 8 days after the award of contract to successful bidder.

No interest will be paid towards the Earnest Money deposited.

The Earnest Money of the bidders, whose eligibility is found not to be adequate, shall be returned as soon as evaluation has been completed by the ARAI.

36. ALTERNATIVE PROPOSALS BY THE BIDDERS

The Bidders shall submit offers, which comply strictly with the requirements of the Tender Document. Alternatives or any modifications shall render the bid invalid.

37. SUBMISSION OF TENDER

A. Two Bid System:

The Bidder shall submit the Tender in original as under-

COVER 1: - Technical bid

Technical Bid-

- (i) The technical bid should not contain any price information. If found so, ARAI

reserves the right to disqualify the bidder.

(ii) The technical bid should contain dully filled detail compliance sheet to ARAI Technical specifications & supporting documents asked under technical evaluation, if it is not submitted by the bidder, ARAI may reject such bid.

(iii) If registered with the National Small Industries Corporation/ DGS&D, the registration number, purpose of registration and the validity period of registration and a copy of the said registration certificate wherever it is applicable should also be provided in Technical Bid

(iv) SC/ST/ Women Entrepreneurs should attach relevant MSME Registration certificate along with their bid.

(v) GST registration no. details should be submitted in technical bid.

(vi) Contact details of Authorized signatory (e-mail ID, Mobile No. and general e-mail ID) for easy and faster communication.

(vii) The tender submitted on behalf of a Firm, shall be signed by all the Partners of the Firm or by a Partner who has the necessary authority through "Power of Attorney" (Refer Annexure II) on behalf of the Firm to submit the application.

(viii) The successful bidder shall enter into contract for execution of the complete scope of work with ARAI within stipulated time mentioned in schedule 10

(ix) The decisions and / or the exercise of discretion by ARAI shall not be challenged by any bidder and are final.

(x) The Director, The Automotive Research Association of India, Pune – 38, reserves the right to cancel all or any bids, without assigning any reason whatsoever.

Technical tender includes following folders-

Folder 1- "EMD"

Earnest Money.

Folder 2- "DECLARATON AND POA"

Tender document technical bid with supporting documents

Letter of undertaking **as applicable**

Power of attorney as applicable

Form of Tender as applicable

Indemnity Bond as applicable

Declaration by Bidder as applicable

Folder 3 - "FORM A, C, E"

- FORM A: Financial information
- FORM C: Details of work of similar class completed during **last 7 years**
- FORM E: Performance Reports of work.

All above forms shall be duly filled with enclosures and its attachments and objective evidences as applicable.

Folder 4 – TECHNICAL BID

TECHNICAL BID (Technical Bid should not contain any information about Financial bid), Shall contain a copy of complete set of tender documents including **blank BOQ** duly digitally signed as token of understanding & accepting all tender requirements.

COVER 2: -

FINANCIAL BID - Schedule / Bill of Quantities in ARAI format only.

B. Authority to Sign

- a) If the bidder is an individual, he should sign above his full type written name and current address.
- b) If the bidder is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.
- c) If the bidder is a firm in partnership, the Documents should be signed by all the partners of the firm above with their full type written names and current addresses. Alternatively, a partner holding Power of Attorney should sign the Documents.
- d) If the bidder is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the prescribed Format in Annexure II in section 2.

C. Points to be kept in mind while furnishing details

While filling in Information, documents and the Financial Bid, following should be kept in mind:

- i) There shall be no additions or alterations except those to comply with the instructions issued by the ARAI.
- ii) Conditional Offer/ bid will be rejected. Unconditional rebate/ discounts in the Financial offer will however be accepted.
- iii) The ARAI reserves the right to reject any indirect benefit. While evaluating the Price bid, the indirect benefits offered which are in excess of the requirements of the bidding documents or otherwise result in accrual of unsolicited benefits to the ARAI shall not be considered.

38. The tenders received by Email shall be summarily rejected.

The ARAI may extend the deadline for submission of bids by issuing an addendum/corrigendum by uploading on tender E-portal website in which case all rights and obligations of ARAI previously subject to the original deadline will be subject to new deadline.

39. GST Instructions:

- A. GST Tax Invoice or Debit or Credit note for supply of Goods or service or both shall contain all the requirements as mandated under Section 31 to 34 of the CGST Act 2017 read with all the CGST Rules relating to Tax Invoice, Credit and Debit Note Rules as amended from time to time or under any applicable SGST Act or UTGST Act and Rules made thereunder and as amended from time to time.
- B. Tax Invoice can be either physically signed copy or digitally signed as required under the Sec 31 to 34 of the CGST Act 2017 read with CGST Rules relating to Tax Invoice, Credit and Debit Note Rules as amended from time to time or under any applicable SGST Act or UTGST Act and Rules as amended Annexure from time to time.
- C. Supplier will ensure correct and accurate uploading of invoices and Returns specified in GST law on GSTN Portal as per the dates specified under GST law.
- D. Basic Price should not include any central taxes (CGST), state taxes (SGST), union territory taxes (UTGST) or integrated taxes (IGST)
- E. The supplier must agree to ensure that the invoices are correctly uploaded and matched on the GSTN portal.
- F. In view of Anti Profiteering Provisions, the reduction in the price has to be passed to us.
- G. E-way Bill provisions as notified are to be complied with.
- H. INDEMNIFICATION: The supplier should agree for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

Declaration

(Declaration must be on Company letterhead)

Tender Enquiry: -

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. The country of origin of the product offered against the subject tender enquiry is

Note: - If, the bidder is having registration with the Competent Authority, evidence of the same shall be attached.

Signature: -

Name of competent Authority:

Designation: -

Date: -

(to be printed in letter head)

ANNEXURE-B
Self-Certification under preference to Make in India order
Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____. % as defined in above orders for the material against Enquiry/Tender No..... dated.....

Details of location at which local value addition will be made as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

Signature with date:

Name:

Designation:

Official Seal:

Section -3

CONTRACTOR'S DATA SHEET

Name of the Contractor / Firm: _____

Name of the Key Person : _____

Telephone No. – Office : _____

Office Address : _____

Valid Electrical contractor license no : _____

Is the firm Proprietary / Partnership / Pvt. Ltd. / Limited? _____

(State the appropriate)

Give the names and addresses and contact number of Proprietor / Partners / Directors / CEO.

	Name	Address	Contact No.	Cell Ph.no.
i)				
ii)				
iii)				
iv)				

Partnership deed / Memorandum with Articles of Association

Please enclose copy with the Bid marked original

Name of Bankers: _____

Power of attorney Please enclose attested (Applicable to firm only) copy or Original Power of Attorney.

Name and address of the person holding Power of Attorney. :-

Name: _____

Address: _____

Specimen Signature of Person _____

Holding Power of Attorney.

Signature of Contractor with Seal

Section -4

SUMMARY OF CONTRACT

Earnest Money Deposit	:	Rs 36,000 /- (Rs.Thirty six thousand only) by Scheduled / Nationalized Bank DD only.
Period of Completion	:	6 months the date of commencement including mobilization period.
Defects Liability Period	:	<u>(12) Twelve months</u> from date of final completion
Liquidated Damages for delay	:	1% (One percent) per week subject to ceiling limit of 5% (Five percent) of the contract value.
Period for honoring Payment	:	Bill amount will be paid in 30 days after certification by Engineer in charge.
Period for honoring Payment	:	90 (ninety) days after receipt of final bill by ARAI accompanied by of Final Bill virtual completion certificate from Architect / EIC etc.
Security Deposit	:	a) EMD may be treated as Initial security deposit. In total 5% amount (of total contract value) security deposit shall be submitted in prescribed format like for EMD / bank guarantee with 1-year validity b) Retention Deposit 2.5% Retention through each RA Bill will be deducted. c) Release of 50% S.D. after completion of work & balance 50% SD & retention money after defects liability period is over and attending to any defects noticed to the satisfaction of the Engineer- In- charge. OR after submitting PBG for 12 months of 5% of total tendered amount. The S.D and Retention money shall be interest free.
Escalation clause	:	Not applicable.

Terms of Payment-

- a) Up to 75% of material price upon delivery of material at site pro-rata against Supplier invoice bills.
- b) Up to 90 % of contract price on completion of erection pro-rata.
- c) 100% after satisfactory testing and commissioning of all equipment and upon submission of a Performance Bank Guarantee for 5% of the value of work for a period of 12 months to cover the defects liability.

Signature of Contractor with Seal

Section -5

NOT TO BE FILLED WHILE SUBMITTING THE TENDER (Not applicable)

DRAFT - FORM OF AGREEMENT

Agreement No. XX/XX/XXXX

dated: XXth XXXX XXXX

THIS AGREEMENT is made on XXXXXXXX day of month year between **The Automotive Research Association of India** (hereinafter called the Employer) the employer, register under the Societies registration Act XXI of 1860 Regn.No.133/66 GBBSD having its registered office at S. no. 102, Vetal Hill, Pune 411038 (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) on one part and **M/s. XXXXX** (hereinafter called the Contractor) having office at XXXX (ADDRESS OF VENDOR), (which expression shall wherever the context so demands or requires, include his/ their successors and assigns) of the other part.

WHEREAS the Employer is desirous that certain works should be executed for the XXXXXX (name of work) of XXXXXXXX and has by Letter of Acceptance dated xx xxxx xxxx accepted a tender submitted by the Contractor for the execution, completion, remedying of any defects therein and maintenance of such works at a total Contract Price of **Rs. xxxxxxxxx/- (Rupees xxxxxxxxxxxxxx Only)** including Service Tax at the prevailing rate.

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2 The following documents in conjunction with addenda/ corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a) Work Order No. /xxxx dated xxxx.
 - b) The Letter of Acceptance xxxxxxxx dt. xx xxxx
 - c) Price Schedule (Bill) of Quantities as negotiated.
 - d) Price Schedule (Bill) of Quantities as quoted.
 - e) Tender document (complete) duly signed by contractor, consists of :
 - I. Notice inviting Tender.
 - II. Instructions to Bidders.
 - III. Contractor's Data sheet.
 - IV. Summary of contract.
 - V. Form of Agreement.
 - VI. Form of Tender.
 - VII. Special Conditions.
 - VIII. General Conditions.
 - IX. Technical Specifications.
 - X. Tender Drawings.
 - XI. Bill of quantities.
 - f) Bill of Quantities
 - g) Amendments to Tender Document
- 3 In consideration of the payment to be made by the Employer to the Contractor as

hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the works in conformity in all respects with the provisions of the Contract.

- 4 The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused their respective common seals to be here into affixed (or have herewith set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

**For THE AUTOMOTIVE RESEARCH
ASSOCIATION OF INDIA**

For XXXXXXXXX

**Witnesses (Signature, Name &
Designation)**

**Witnesses (Signature, Name &
Designation)**

1.

1.

2.

2.

Section -6

NOT TO BE FILLED WHILE SUBMITTING THE TENDER (not applicable)

FORM OF TENDER

- NOTES:**
- 1 The appendix forms part of the tender
 - 2 Tenderers are required to fill up all the blank spaces in this tender form and Appendix.

To,
**The Automotive Research Association of India,
Pune.**

Sub:

Dear Sir,

1. Having examined the conditions of contract, specifications, drawings and bill of quantities for the construction of the above-named works, we the undersigned offer to construct the complete maintained whole of the said works/ part (s) of the said works as indicated here below in conformity with the said conditions of contract, specifications, drawings and bill of quantities Mentioned in volume II or such other sums as may be ascertained in accordance with the said conditions.
2. We undertake if our tender is accepted to commence the works and to complete and deliver the same within the period stipulated in Summery of contract.
1. We have deposited as Earnest money as specified in summery of Contract ()_We further agree that if we withdraw the tender before the expiration of this period of **15** days or fail to execute an agreement in form aforesaid within a reasonable time the earnest money of Rs. **XXXX/-** deposited shall be forfeited.
2. If our tender is accepted, we will furnish further deposits or guarantees as stipulated in the tender.
3. We have independently considered the amount of liquidated damages stipulated in the tender and agree that this represents a fair estimate of the damages likely to be suffered by you in the event of the works not being completed in time.
4. We agree to abide by this tender for the period of **xx** days from the date fixed for receiving the same and it shall remain binding us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal agreement is prepared and executed, this tender together with your writing acceptance thereof (Lol/ WO) shall constitute a binding contract between us.

6. We hereby declare that We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom We are authorized to communicate the same or use the information in any manner prejudicial to the safety of the ARAI/State.
7. We hereby declare that We have not laid down any condition/deviation to any content of Technical Bid and/or Financial Bid. We agree that in case any condition is found to be quoted by us in the Technical and/or Financial Bid, our Tender may be rejected.
8. We understand that the ARAI is not bound to accept the lowest or any tender he may receive. We also understand that the ARAI reserves the right to accept the whole or any part of the tender and We shall be bound to perform the same at the rates quoted.

Yours faithfully,

Signature of the Contractor

Section -7

SPECIAL CONDITIONS

Note : The notice inviting Tender, instructions to bidders, Appendix, Form of Agreement, Form of Tender as appearing before this part (i.e. Special Conditions) of the Tender as well as the subsequent parts like General Conditions, Technical Specifications, bill of quantities, approved list of materials and their brands, schematic drawings etc. are part and parcel of this Tender /offer and are binding on the contractor, ARAI has right to delete, execute any item of Tender as per requirement and convenience.

1. The several documents forming the contract are to be taken as mutually explanatory of one another such as, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions of contract in preference to General conditions etc.

In the case of discrepancy between the schedule of quantities, the Specifications and /or the drawings, the following order of preference shall be observed as under.

- a) Description of item in Bill of Quantities.
- b) Particular Specification and Special Condition, if any,
- c) Execution Drawings.
- d) Indian Standard Specifications of BIS.

2. **Tender Quantities**

The quantities mentioned in the BOQ are indicative and are likely to vary as per requirement. Hence ARAI reserves the right to change the quantities to any extent as per the requirement. The contractor will not have any financial claims over and above the agreed and accepted tender rates for any change in quantities.

3. **Water and Electricity Charges: - if applicable**

The ARAI will supply water to the contractor at one point **if available**. The contractor shall make his own arrangement to draw the water from the given point to the site of work. Also, Contractor has to provide sufficient storage arrangements for water required for construction and curing purposes. Minimum stock for two days works at least in case of non-availability of water; contractor shall reschedule the work without affecting the approved construction schedule or otherwise he will arrange for the supply of required quantity of water on his own.

Also, if available, the Electrical power will be provided by ARAI at one fixed point. The contractor shall make his own arrangement to draw the power from the given point to the site of work. The recovery of water and electricity consumed will be made from the bill of the contractor at the fixed rate of 1% of the total value of the bill (0.5% for water & 0.5% for electricity).

In case of non-availability of water and electricity no claim will be entertained.

The land required for storage of material will be allotted by ARAI free of charge but at the location convenient to ARAI for the duration of contract only.

No space for labour camp will be provided since camp system is not allowed within ARAI premises.

4. Rates:

The rates quoted by the contractor shall be considered as the completed item gross rate. This gross rate includes the cost of all materials, labour, Tools, Plant & machinery, water and electricity etc. required to complete the item and the said work as including necessary overheads and reasonable profit of the contractor. The rates are also deemed to include all taxes, duties, octroi, excise, freight etc. No enhancement in rates shall be allowed on account of any increase in the cost of materials, labour and other factors as mentioned above including the taxes, excise etc. by an act of government or any reason whatsoever including works contract tax/ Purchase tax etc. Thus, the quoted rates will remain unchanged throughout contract period including the extended period of contract.

5. Non- BOQ Items.

In respect of rates for such substituted / extra /new items, if there are any, the opinion of the Engineer-in-Charge in ARAI, as to whether it is an extra item or not and if so, what rate should be paid shall be final and binding on the contractor. The rates for the non-BOQ items shall be worked out based on the rates of similar items from this Tender. In the absence of these rates the rates of similar items from other on-going contacts within premises shall be referred to and adopted with mutual agreement.

However, the rates which cannot be derived as mentioned above shall be worked out based on the prevailing fair and reasonable market cost of materials and labour required to complete the extra item in all respects. Thus, the rate shall be cost of above (material + labour) plus 15% towards necessary overheads and reasonable profit of the contractor. Contractors are advised to settle the rate of these items as soon as items are ordered.

6. Running bills:

The Running bill shall be payable to the contractor; up to **75%** amount of the RA Bill value shall be paid to the contractor on preliminary scrutiny by ARAI. Balance amount will be paid after checking and recording measurements and scrutiny of the bill. No Interest will be paid to Contractor on outstanding bill amount.

7. EMD, Security Deposit and Retention Amount:

EMD-

Earnest Money Deposit as mentioned in Summary of Contract shall be paid by the contractor by Scheduled / Nationalized Bank DD only along with the tender, without which the tender will be rejected. EMD for unsuccessful bidder shall be returned after the finalization of Work order without any interest.

SECURITY DEPOSIT-

5% of the work order amount shall be submitted by the successful bidder by Scheduled / Nationalized Bank DD or Bank Guarantee. **EMD may be treated as Initial security deposit. In total 5% security deposit shall be submitted.**

RETENTION MONEY -

Retention Money shall be deducted at the rate of **2.5%** through each RA Bill.

Refunds –

50 % Security deposit may be refunded after satisfactory completion of work, balance 50% S.D. & retention Money shall be released after issue of completion certificate by Engineer/the Architect and after completion of **Defects Liability Period of 12 months OR after submission of 5% performance bank guarantee for 12 months.** This will be released on attending to any defects noted during the defect's liability period, to the satisfaction of Engineer-in-charge.

8. Technical Specifications:

All the items of works are to be executed as per specifications mentioned in tender and item description given in Bill of Quantities and as per the directive of Engineer-in-charge. The specifications for various items shall be refereed to relevant current IS & CPWD codes, and items, for which specifications are not available in the IS code shall be carried out in accordance with good engineering practice and the directives of the Engineer-in-charge. The decision of the Engineer-in-charge in such case shall be final and binding on contractor.

9. Materials & Samples:

All materials to be supplied and incorporated in the work by the contractor shall be new and in accordance with relevant IS specifications. Samples of every material to be used in the work shall be got approved from ARAI / Consultant.

10. Mode of Measurement:

The mode of measurements shall be as specified or as per the relevant latest IS codes. If for any item the mode of measurement is not specified, the decision of Engineer-in-charge from ARAI, about the mode of measurement shall be binding on the contractor.

11. Time Schedule and Notice:

The contractor shall submit the initial schedule for the work. ARAI will scrutinize and review the same. Contractor shall abide by this approved construction program. Accordingly, the contractor shall commence the work within five days from the issue of LOI/ WO. He will carry on the same with vigorous at whatever locations and such portions as the Engineer-in-charge from ARAI may direct. If it shall at any time appears to the Engineer-in-charge from ARAI that the works or any part thereof are not being carried on so as to ensure completion of the whole work within the periods specified in the respective orders for different properties, he may give to the contractor a written notice requiring the completion of any part of the works by the time limited therein.

12. Working on Holiday and at Nights:

No work shall be done between sunset and sunrise or on Saturday and Sunday or on ARAI holidays except with the special sanction of the Engineer-in-charge in writing previously obtained but the withholding of such sanction shall be no ground of complaint on the part of the contractor as cause of compensation to them in any form.

13. Extension of Time

The time allowed for carrying out the work as entered in the work order shall be strictly observed by the contractor and shall be reckoned from the date on which it is ordered to commence the work. The work shall proceed with all due diligence throughout the stipulated period of the contract (time being deemed to be the essence of the contract on the part of the contractor). In case of delay beyond the contract period due to any reason whatsoever the contractor shall apply for necessary extension of time limit, at least 15 days before the date of completion of the contract period. ARAI will then extend the period suitably to keep the contract alive and to complete the project including meeting the necessary requirements. **The contractor hereby agreed that the extension of time thus requested by contractor and granted by Engineer-in-charge of ARAI** shall be treated as an extension of time without any claim of contractor for compensation or damages for any reason whatsoever including the one for which extension is granted. But time is the essence of the contract. Hence work has to be finished within specified time in any circumstances. In case of extended time limit of the contract due to reasons attributable to the contractor, the clauses of Liquidated damages / fine will be valid and applicable.

14. Drawings, Designs etc.:

The ARAI will make all efforts to give all drawings, designs, decisions etc., from time to time and contractor may kindly request for the same. No claim whatsoever shall be entertained for compensation for delay in supply of drawings, designs, decisions etc.

15. Contractor's Representative / Agents / Servants / Workman:

The contractor shall employ only Indian nationals as his representatives, agents, servants, and workman and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work. The contractor shall employ qualified full-time supervisor for supervision of work and taking instruction from ARAI time to time. His name should be got approved before commencement of work. ARAI reserves the right to remove any of the contractor's representatives not complying with the above requirements.

16. Safety Norms / EOHS:

The contractor shall follow all the good practices related to safety and environment & ARAI procedures.

17. Idle Labour and Overheads:

Whatever the reasons may be no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

18. Liquidated Damages:

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the

completion date. 1% (one percent) of the agreed contract value shown in the Tender per week subject to ceiling of 5% of the accepted contract sum.

19. Tests & Certificates

Quoted rates shall include all the charges required to be paid by the contractor for necessary tests to be carried out and certificates to be produced related to construction activities during the progress of work.

20. Labour Act:

Vendor/contractor shall follow all the provisions made as per the prevailing Labour Act.

21. Contractor should provide proper Personal Protective Equipments (PPE) to the labour:

All the relevant PPEs shall be used while execution of works (e.g. Safety Shoes, Safety Helmets, Reflective jackets etc.) **If any labour found at work without PPE's, a fine up-to Rs 5000/-** will be imposed for not observing the safety.

22. Disputes & Arbitration: Latest CPWD Works manual norms shall be applicable for settlement of Disputes and Arbitration.

Pune

Date:

Signature of Contractor with Seal

Section -8 GENERAL CONDITIONS

1. Intimation by the Contractor:

The contractor shall give in writing due intimation of the commencement and of the completion of the work immediately the work is commenced or completed. If any of the work are commenced by the contractor without giving an intimation of its works are commenced by the contractor without giving an intimation of its commencement and if later on any variations, additions or alterations are required to be carried out in such work or any of the works contemplated are required to be omitted with or without substitute of any other works in lieu thereof, the contractor shall be liable to carry out the required variation, additions, alterations or removal at his own cost without asking for any payment for the extra expenditure which may be incurred due to such variations, additions, alterations or removal of any work which is required to be omitted.

2. Site Office:

The contractor shall provide at his cost an office or chowky equipped with a telephone and an attendant at such place to be previously approved by the Engineer-in-charge from ARAI at which notices the Engineer-in-charge may be served or ordered and instructions for the works may be delivered or communicated. The contractor shall during all hours between sunrise and sunset see that the attendant or some other authorized person is stationed at his such office to receive such notices, orders or instructions as the case may be, services of any notices, orders, instructions etc. left with the attendant or other authorized person or at such office such be deemed good service. Work order book, site order book, approval book such be provided by the contractor in the offices at site, so that any instructions / decisions given by the Engineer-in-charge and or by the ARAI representative are recorded in the book and signed by all the concerned parties with date.

3. Setting out Operation:

The contractor shall provide at his own cost all necessary materials for the work and all tools, measuring rods and other implements and labour required for the proper setting out of the work and shall be entirely responsible for such setting out and shall at once alter or amend any mistake or deficiencies in such setting out on being ordered to do by the Engineer-in-charge from ARAI. The contractor shall also provide all men, materials, appliances and things which the Engineer-in-charge or his assistants or inspectors may require for measuring or inspecting works.

4. Inspection by ARAI Officials:

The contractor shall give to any official from ARAI and his inspectors free access to any of his work yards or workshops for the purpose of enabling them to inspect or examine any materials, whether under preparation or otherwise and shall by all means, in his power facilitate such examination or inspection.

5. Material not as per approved sample / specification:

If any materials which the Engineer-in-charge may consider to be of inferior quality or otherwise unsuitable shall be brought to the work (whether the Engineer-in-charge

shall have passed the same or drawn the contractor's attention to the unsatisfactory nature thereof or not) the Engineer-in-charge may by written notice require the contractor within 24 hours to remove such inferior or unsuitable materials from the ground and forthwith replace the same with other suitable materials according to the specification of the Engineer-in-charge, if the Engineer-in-charge shall be of the opinion that any such inferior or unsuitable materials can by further labour cleans or other treatment be rendered suitable and fit for the work, may by like notice require the contractor within such time as the Engineer-in-charge shall think reasonable to take such measures as shall be necessary in that behalf. In default of compliance by the contractor with any such requisite as aforesaid it shall be lawful for the Engineer-in-charge to cause such materials to be removed as rubbish or to cause such measure as aforesaid to be taken in reference thereto in either case at the contractor's risk and cost and the amount of any expense to incurred shall be charged to the contractors. All materials before incorporation of the work will be approved by the representative of ARAI. They will be preserved till the completion of work to avoid dispute. After completion of the work, the samples will be returned to the contractor.

6. Sub-standard work:

The contractor shall within 24 hours after notice in writing to that effect pull down and remove such portions of the work or works as the Engineer-in-charge from ARAI may consider to be executed in an unsatisfactory manner and shall proceed to substitute other work to the satisfaction of the Engineer-in-charge from ARAI, in place of the work so removed or pulled and the contractor shall be bound to remove such work and proceed as last here in before provided even though the Engineer-in-charge, inspector may have passed the said work or failed to draw the contractor's attention to the unsatisfactory nature thereof.

7. Penalty / Compensation for materials for work not as per specific conditions:

All such work as is not in accordance with the direction of the Engineer-in-charge from ARAI or is compensated of materials disapproved by him or the workmanship whereof is disapproved by him shall be taken down and removed by the contractor at his / their own risk and cost within 24 hours after receipt by him / them of a notice to that effect signed by the Engineer-in-charge from ARAI shall be at liberty at the risk and cost of the contractors to take down and remove the same and cause such work to be executed by any person or persons at such rates and prices as the Engineer-in-charge may think proper and the cost and expenses including taxes thereby incurred including 10% supervision charges on the works

8. Penalty / Compensation for Labour Component failure:

All orders of the Engineer-in-charge from ARAI for supply of labour for the execution of work shall be promptly attended to and executed by the contractor and in case in the opinion of the Engineer-in-charge from ARAI, their shall be any failure or undue delay on the part of the contractor in attending to or executing the same with due diligence the Engineer-in-charge from ARAI shall be at liberty to procure such labour from or cause such work to be executed by any reason or persons at such rates and prices as the Engineer-in-charge from ARAI may think proper and the cost thereof and all expenses incurred including taxes thereby including 10% supervision charges on

the works executed shall be deducted from any money due or to become due to the contractors under this agreement or any other contract.

9. Compensation for non-completion of Contract:

In any case in which under any clauses of this contract the contractor shall have rendered himself liable to pay compensation amount to the whole of his security Deposit (whether paid the one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Director of ARAI shall have power to adopt any of the following courses, as he may deem best suited to the interest of the institute.

To rescind the contract (of which recession notice in writing to the contractor under the hand of the Engineer-in-charge from ARAI shall be conclusive evidence) and in that case the security Deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute.

To employ labour paid by the ARAI and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to correctness of which cost and price of the certificate of the Engineer-in-charge from ARAI shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the rates as if it had been carried out by the contractor under the terms of his contract and in that case the certificate of the Engineer-in-charge from ARAI as to the value of the work done shall be final and conclusive against the contractor.

If the contractor fails to complete the work due to any reasons, the work which will be unexecuted out of his hands, will be given to another contractor to complete, in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expense the certificate in writing of the Engineer-in-charge from ARAI shall be final and conclusive) shall be borne by the original and shall be deducted from any money due to him by ARAI under the contract or otherwise or from his security deposit or the proceeds of sales thereof or a sufficient part thereof. In the event of any of the above courses, being adopted by the Engineer-in-charge from ARAI, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work of the performance of the contract. And in case of contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed by him under this contract unless and until the Engineer-in-charge from ARAI shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

10. Contractor's responsibility towards work and people:

- a) The whole of the work specified and provided for in the specification or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial and workmanlike manner with

materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specification as referred to in and represented by the drawings, or to such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying out the works and to the entire satisfaction of the Engineer-in-charge from ARAI according to the instructions and directions which the contractor may from time to time and at all time to inspect, examine and test the materials workmanship and shall any and every such time reject any or of the materials or workmanship which may seem to him defective or unfit or improper for the several purposes to which they are applied or intended to be applied or not in accordance with the description mentioned in or intended by the specification, the said drawings, instructions or direction respectively.

- b) The Contractor shall comply with the Workmen's Compensation Act in respect of the work to be executed by him under this contract and shall pay any damage.

The contractor shall take out a policy as per the provision of the Workmen's Compensation Act for the purpose of ensuring compensation to the workers engage by them. The contractor shall not be permitted to commence the work unless such policy has been issued by them in favor of their workers as well as ARAI people and property.

- c) Safety Measures:

The contractor should take all precautions and safety measures for the works of the labours working at site and particularly while executing the work at roof level the **contractor should provide Safety Helmets, Safety Belts, and Safety Ladders, scaffolding, Safety Nets & fire blanket. Reflective Jackets, Safety Shoes, Safety Helmets etc. of appropriate Indian standards.**

- d) The contractors shall be responsible for all risks to the work, and shall make good at his own cost all loss or damage whether to the works themselves or to any other ARAI property or to the lives, persons, or property of other from whatsoever causes arising out of or in connection with the works during contract and defect liability, when the work of defects removal is in progress and this although all reasonable and proper precautions may have been taken by the contractors and in case the Engineer-in-charge shall be called upon to make good any such cost, loss or damages or to pay compensation to the person or persons sustaining damage as aforesaid by reason of any act of any negligence or omission on the part of the contractor, the amount which the Engineer-in-charge may pay in respect thereof and the amount of any cost or charges (including low cost and charges in connection with legal proceedings) which he may incur in reference thereto shall be charged to the contractors. The Engineer-in-charge shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the ARAI for damage or in case of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractors to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such

proceedings charging to the contractors as aforesaid any sum or sums of money which he may pay and any expenses whether for reinstatement or otherwise which he may be incurred and the property of any such payment defense or compromise or of the incurrence of any such expenses shall not be called in question by the contractor.

11. Contractor to employ License Agencies:

The contractor shall in respect of the work or works to be executed by him under these presents.

12. Bill of Quantities

a) Quantities Approximate.

The quantities set out in Bill of Quantities are the estimated quantities of the work to provide as guidance for the contractor they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract. No liability shall therefore attach to the employer for any error that may be discovered therein. Quantity may change to any extent, despite contractor to execute all the quantities and no claim will be entertained under any circumstances on this account.

b) Errors:

Should any error appear in the bill of quantities other than in the contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorized extra or deduction.

c) Sufficiency:

The contractor shall be deemed to have satisfied himself before submitting the Tender as to the correctness and sufficiency of his tender for the works and out of the rates and prices stated in the priced Bill of Quantities and /or the Schedule of Rates and prices which rates and prices shall except in so far as it is otherwise provided in the contract cover all his obligations under the contract and all matters and things necessary for the proper completion, contractor shall fill this form and enclose it with both the copies of the tender.

d) This is an item rate tender, which will be concluded as legal contract with the successful contractor.

13. Signing of Contract: (if applicable)

The successful bidder / contractor will be issued LOI / Work Order on acceptance of his tender by the employer. This LOI / Work Order along with the following documents shall be treated as the contract document. The documents are notice inviting tender, instruction to bidders, general and special conditions related to the tender including Appendix, general and particular specifications, approved list of materials and their brands, all drawings and all relevant correspondence, etc. All the pages of this contract documents shall be duly signed by both the parties. All the cost, charges and expenses incurred in connection with this signing of contract including stamp duty and all other disbursements shall be paid by the contractor.

14. Government permits and License Fees

All statutory compliances including Approvals, Permissions, Sanctions etc. from Electrical Inspectorate office and MSEDCL for electrical connected load to run the Functions inside and outside the buildings for which they are constructed. All Statutory charges paid by Contractor on behalf of ARAI shall be reimbursed at actuals on submission of original documents

15. Income Tax

The Income Tax at prevailing rate specified by the Central Govt. of India from time to time during the currency of the contract shall be deducted from the bill sand deposited to the Government.

16. Decisions and Orders by Engineer –In –Charge:

All technical and commercial decisions regarding the execution of the work, use of machinery, payment of running bills will be awarded by the Engineer –In –Charge of ARAI and these decisions will be binding on the contractor. Also the contractor shall have to carry out such work or works as may be ordered by the Engineer –In –Charge

17. Insurance:

The contractor to ensure that before commencement of the job, all his machinery, tools, tackles, transportation, vehicles, officers, staff, labour working at site will be properly insured against any accident and mishap with proper insurance policy, copy of which to be submitted to ARAI before commencement of work. The ARAI's officials, engineers, consultants present on site in connection with supervision of work will also be insured.

18. Equipment and Machinery:

The contractor must arrange for necessary equipment and machinery to complete the work in agreed contract period. However, the contractor will arrange for any substitute equipment and machinery, as may be required, if the site equipment and machinery fails while executing the job.

19. Collection of Material

The contractor shall collect the materials on level ground and stack in closely packed stocks as per various grading separately as directed by the Engineer –In –Charge from ARAI

20. Site Clearance

On completion of the work, the contractor shall clear the site at his own cost to the entire satisfaction of the Engineer –In –Charge from ARAI and hand over in tidy condition by removing all waste material like paint containers, painting brushes, debris, welding butts, waste cloth, used PPE`s and all other waste from site.

21. GST Instructions:

1. GST Tax Invoice or Debit or Credit note for supply of Goods or service or both shall contain all the requirements as mandated under Section 31 to 34 of the CGST Act 2017 read with all the CGST Rules relating to Tax Invoice, Credit and Debit Note Rules as amended from time to time or under any applicable SGST Act or UTGST Act and Rules made thereunder and as amended from time to time.
2. Tax Invoice can be either physically signed copy or digitally signed as required under the Sec 31 to 34 of the CGST Act 2017 read with CGST Rules relating to Tax Invoice, Credit and Debit Note Rules as amended from time to time or under any applicable SGST Act or UTGST Act and Rules as amended from time to time.
3. "Supplier will ensure correct and accurate uploading of invoices and Returns specified in GST law on GSTN Portal as per the dates specified under GST law.
4. Basic Price should not include any central taxes (CGST), state taxes (SGST), union territory taxes (UTGST) or integrated taxes (IGST)
5. The supplier must agree to ensure that the invoices are correctly uploaded and matched on the GSTN portal.
6. In view of Anti Profiteering Provisions, the reduction in the price has to be passed to us.
7. E-way Bill provisions as notified are to be complied with.
8. INDEMNIFICATION: The supplier should agree for recovery made by us of any tax amount from him on account of any refusal of Input Tax Credit to us for any deeds which deprives us from availing the eligible credit.

Signature of Contractor with Seal

Section -9 ELIGIBILITY CRITERIA

Minimum eligibility Criteria: In the first step of evaluation, the documents submitted, will be verified by ARAI for their adequacy towards fulfilment of qualifying minimum eligibility criteria. In case the Applicant's proposal fails in demonstrating fulfilment of those Essential Parameters or its equivalence to it, his offer will be rejected. Only qualified bids will be further evaluated.

On basis of above criteria, bids are evaluated on the information submitted along with this application, and on the supportive information attached with the application that demonstrates applicant's capability with reference to scope of the work. The information provided on all the works / Projects in last 7 years shall be considered for evaluating financial capacity and capability whereas, the information provided on projects of similar nature and other works are considered in order to evaluate the technical capacity and capabilities of the proposed application. The applicant shall include as much information as possible in order to highlight applicant's qualities and capabilities with respect to the scope of work.

"Similar works" means similar to the scope of work mentioned in tender document.

Financial Evaluation: Only qualified bidders for above step are evaluated for their price bids.

Sr.No.	Minimum eligibility criteria	Documents required
1	The applicant firm shall be a registered firm (Proprietorship / Partnership or Public limited or Private limited) & must have appropriate registrations such as PF, GST, & any other relevant registration. Applicant shall provide the Registration details of the same.	Registration certificates
2	The applicant shall have properly established office(s) in Pune, Maharashtra having well qualified engineering and technical staff on his roles, Computer set up with required software & Internet facility to facilitate speedy communications with ARAI.	Registered office address proof
3	The firm should have carried out the works during last 7 years as follows: At least 1 (One) similar work of PO amount - Rs 14,40,000/- OR At least 2 (Two) similar works of PO amount - Rs 10,80,000/- OR At least 3 (Three) similar works of PO amount - Rs 7,20,00/-	Form C
4	The applicant shall have average annual turnover of not less than Rs. 5.4 Lacs during the immediate last three consecutive financial years.	Form A
5	The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.	Form A
6	The applicant should provide a Customer feedback of a work mentioned in from C (minimum 3 -customer feedback in ARAI format is must).	Form E
7	Bidder shall fulfill technical datasheets & specifications requirements mentioned in tender document.	Technical datasheets & supporting documents

Disqualification criteria: -

Any Application failing in demonstrating the following shall be summarily rejected:

1. Ability to fulfil the basic scope of the prequalification document capability of the Applicant Company for undertaking the assignment.
2. Relevant experience in providing services as called in minimum eligibility document. Not having the necessary experience, Technical & Infrastructural strength in order to cope with the order Evaluation Parameters
3. Non-fulfilment of all the required technical requirements & submission of the supporting documents to the Scope of work and technical data sheets mentioned in tender documents.

Financial Evaluation: -

Only qualified bidders for above step are evaluated for their price bids. After evaluation of technical tender from various bidders, commercial bid of only qualified bidders will be considered for commercial evaluation.

After evaluation of technical tender from various bidders, commercial bid of only qualified bidders will be considered for commercial evaluation-

- **L1 Bidder = Lowest total basic cost of main BOQ (Annexure I of price bid) .**

**“Form A”
FINANCIAL INFORMATION**

1. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last **five** years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Years	21-22	22-23	23-24	24-25	25-26
Gross annual turnover on works (INR)					
Profit /Loss (INR)					

Signature of Chartered Accountant with seal

Signature & Stamp of Tenderer

“FORM E”

PERFORMANCE REPORT OF WORKS REFERED TO IN FORMS “C”

Details of work / project and location:

1. Agreement no. / PO Number: -
2. Date to start
3. Date of Completion
 - i. Stipulated date of completion-
 - ii. Actual date of completion-
4. Amount of compensation levied for delayed completion if any – **N/A**
5. Amount of reduced rate items, if any due to inferior quality. – **N/A**
6. **Performance report** (*Tick the appropriate*)

(1) Quality of work :

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(2) Capability and competence of the organization:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(3) Promptness in response:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(4) Customer relations:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(5) Quality of Human resources deployed for the project:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

Timely completion of planed activities:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(6) Smoothness in co-ordination at site and with various contractor’s / utilities providers: Excellent/Very good/Good/Fair (Marks 40/30/20/0)

(7) Effective use of resources:

Excellent/Very good/Good/Fair (Marks 40/30/20/0)

Whether litigations or Court Cases: (Only for information) **Yes / no**

Dated:

**Executive Engineer or Equivalent
Sign & Seal of the Customer / Client**

DECLARATION BY THE BIDDER on company letter Head

This is to certify that We, M/s. _____, in submission of this offer and application submitted against (*Name of Tender*) (*Tender No.*) confirm that: -

- a. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- b. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- c. Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- d. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- e. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- f. We understood that in case of any statement /information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.
- g. We understood & agree all tender condition & specification and no deviations are sought. As a token of our acceptance of tender document each page has been endorsed. We also agree that if any deviation is sought, the tender will be rejected.
- h. Each page of Bill of Quantities is duly filled and enclosed in commercial Bid
- i. We shall maintain complete confidentiality as per official Secret Act – 1923 regarding tender document, drawings and records related to the work if assigned to us.
- j. “Confidential Information” means the Prequalification documents and everything contained therein, all documentation, data, particulars of the works and technical or commercial information made by (or on behalf of) The ARAI or obtain directly or indirectly from The ARAI or its representatives by us or which is generated by us or any information or data that we receive or have access to, as a result of the Prequalification, as being confidential information of The ARAI, provided that such term does not include information that (a) was publicly known or known through no act or omission by us or any person acting on our behalf.
- k. We shall maintain the confidentiality of Confidential Information in accordance with procedures adopted by us in good faith to protect confidential information of third parties delivered to us, provided that we may deliver or disclose Confidential Information to our authorized representatives who agree to hold confidential the Confidential Information substantially in accordance with the terms of this Undertaking.
- l. We shall not at any time whatsoever:
 - (i) Disclose, in whole or in part, any Confidential Information received directly or indirectly from The ARAI to any third party.
 - (ii) Reproduce, publish, transmit, modify, compile, or otherwise transfer the Confidential Information.

- m. In case our application is not accepted and immediately upon the acceptance of the application of any of the other Applicant, we shall:
 - (i) Return all Confidential Information including without limitation, all originals, copies, reproductions and summaries of Confidential Information; and
 - (ii) Destroy all copies of Confidential Information in our possession, power or control, which are present on magnetic media, optical disk or other storage device, in a manner that ensures that the Confidential Information is rendered unrecoverable.
- e. We shall certify to The ARAI that we have returned or destroyed such Confidential Information to The ARAI within two (2) days of such a request being made by The ARAI.

SEAL, SIGNATURE & NAME OF THE BIDDER signing this document

Section -10
TECHNICAL SPECIFICATIONS

Technical Specifications-

10.00 GENERAL:

The broad details of work are indicated above and are included in the specification and bill of quantities. The work also includes all minor details which are obviously and fairly intended and which may not have been referred to in this document but which are essential for the entire completion of work /as per applicable IS/IEC standard requirement.

The Tenderers are required to quote for the entire job. The Employer, however reserves the right to delete some part of the work or add some part of the work as may be found convenient and if conditions so warrant and his decision shall be final and binding on the Contractor. Such additions or deletions shall not vitiate the contract.

Brief Scope of Work- (Ref BOQ for detail scope)

- 1) Supply installation testing commissioning of Illumination system.
- 2) Fabrication works at substation 1 & 2 as per latest IS codes.
- 3) Cabling & associated terminations works.

Suggested Make List

Sr. No.	Material	Suggested Make
1	LED Light fitting	BAJAJ/Phillips/Havells/Panasonic/Legaro/Clove
2	LT. CABLE/Wires (1.1 KV GRADE)	Polycab/Finolex/RR/KEI

Date:

Seal & Signature of The Contractor

Section – 11

APPENDIX TO CONDITIONS OF CONTRACT

Earnest Money Deposit	:	Rs.36,000/- (Rupees Thirty six thousand only).
Date of Commencement	:	Date of issue of LOI/ PO. whichever is earlier.
Period of Completion	:	6 months from the date of commencement excluding 5 days mobilization period.
Defects Liability Period	:	<u>(12) Twelve months from date of final completion</u>
Liquidated Damages for delay	:	1% (One percent) per week subject to ceiling limit of 5% (Five percent) of the accepted contract value or value of work done whichever is higher.
Value of work for RA Bill	:	Minimum Rs 5,00,000 /-
Period for honoring Final Payment	:	90 (ninety) days after receipt of final bill by ARAI accompanied by of Final Bill virtual completion certificate from Engineer/consultant/Architect.
Security Deposit	:	5 % of total Contract value.
a) Retention deposit	:	2.5% retention through each RA Bill will be deducted
b) Release of S.D. & R.D.	:	S.D. & R.D.will be released in the final billing after submitting PBG 5% of contract value for 12 months.
Escalation clause	:	Not applicable.
Water & Electrical charges	:	To be recovered % (0.5% water & 0.5% electricity) of value of total work done from RA bill if used.

Date:

Seal & Signature of the Contractor

Place: