



Regd. under Charity Trust & Society's Act No. BOM/165/80 GBBSD & Public Trust Act No. F - 6069
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**TENDER DOCUMENT FOR EXCAVATION AT GYMKHANA BUILDING
Mulund East, Mumbai-400 081**

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TENDER NOTICE

RULES, TERMS/CONDITIONS OF CONTRACT AND BID OFFER

**NOTICE INVITING TENDER FOR EXCAVATION
WORK**

Sealed Tenders are invited for the **Excavation at the site of Mulund Gymkhana** Plot No. CTS No. 714/1, 713 (C) & 713 (D) Navghar Road, Mulund East, Mumbai 400 081, as per the plan of proposed building of Gymkhana and disposal of debris.

The Contractors with experience in this field and have undertaken at least one similar work during last 2 years may collect the prescribed tender document in person from Gymkhana Office at Mulund East, Mumbai 400081, from **28/12/2022 to 02/01/2023** during office hours - **10 am to 6 pm** (Monday through Friday).

The filled in tender along with the Earnest Money Deposit and other documents specified in the tender should be submitted to the Chairman / Secretary, Mulund Gymkhana, Mulund East, Mumbai 400081, before 3.00 P. M. on 02/01/2023. The tenders will be opened on 02/01/2023 at 4.00 P. M.

The Gymkhana reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Sd/-
**Secretary
Mulund Gymkhana**



TERMS AND CONDITIONS OF TENDER FOR EXCAVATION

A sealed e-tender is invited from bona fide, experienced and resourceful contractors for excavation of land for construction of the new building of Mulund Gymkhana.

INVITATION OF BID:

1. **Scope of Work:** Excavation at Mulund Gymkhana Plot as per the architectural design and sanctioned plan of proposed building of Gymkhana.
The estimated excavation is about 7000 cum as per the building plan specification.
The said plan is available for inspection at the following address:
CTS No. 714/1, 713 C, 713 D
Navghar Road, Mulund East,
Mumbai - 400081
2. **Time Schedule:** The bids should be submitted in duplicate, duly signed by the Bidder on or before 2nd January 2023 till 3 pm. The bids shall be opened on 2nd January 2023 at 4 pm. A pre bid meeting shall be held on 2nd January 2023. The work order shall be issued on or before 15th January 2023. The tenure for completion of work shall be minimum 30 days from issuance of the work order.
3. **Qualification:** Intending bidder must have successfully completed similar nature of work during last two years. Necessary document for the same should be attached to the bid.
4. **Documents:** The Bidder should furnish the following documents (i) EPF registration (ii) PAN Card (iii) GST registration along with the bid.
5. **Deposit:** The deposit of Rs. 1, 00,000/- (Rupees One Lakh only) shall be paid all by the Bidders by pay order drawn in favour of Mulund Gymkhana. The said pay order should accompany the bid. The deposit of unsuccessful bidders would be refunded in three working, after finalizing the bid, and the deposit of the successful Bidder shall be returned after completion of the work as per the work order, subject to recoveries, if any. The deposit amount shall not carry any interest whatsoever.
6. **General Conditions for Bidder/Contractor:**
 - a) The Bids shall be submitted in sealed cover with the packet mentioning “**BID FOR EXCAVATION OF LAND OF GYMKHANA**”.

- b) Before submitting the bid, the bidder is expected and encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site visit shall be at the contractor's own expense, risk and responsibility.
- c) The Bidder should also inspect the drawings of the proposed building and understand the nature and cope of excavation as per the proposed building plan.
- d) A pre bid meeting shall be arranged by Management of Mulund Gymkhana in which all the bidders will be requested to attend. However, non-attendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- e) The clarification and directions given in the pre bid discussion shall be final and binding on the bidder, as a part of the original Bid Document.
- f) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- g) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- h) After approval of bid evaluation, the Management of Mulund Gymkhana may, at its sole discretion, issue a Work Order in duplicate. The successful bidder shall sign and return one copy of the said Work Order to Gymkhana as acknowledgement of unconditional acceptance of the same within 3 (three) days of issue of Work Order.
- i) After receiving the work order, the Bidder / Contractor shall execute an undertaking with regard to indemnity, completion of work satisfactorily and in time.
- j) The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of Gymkhana, against all perils.
- k) The Bidder, as a Contractor will have to obtain Labour License, if necessary, in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.

- l) The Bidder/Contractor shall comply all statutory labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an indemnity bond after placement of Letter of intent/order.
- m) The Bidder / Contractor shall not modify the work except under direction in writing by the Gymkhana. The quantities provided in work order may vary as per the directions of the Architect. And the Gymkhana reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary.
- n) Whenever supplementary work becomes necessary or unavoidable for completion of the work in all respect, the Bidder/Contractor shall bring the matter to the notice of the Civil Engineer and/or Architect of the Gymkhana and submit proposal. However, the Civil Engineer and/or Architect of Gymkhana shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary item shall be arrived at by and between the Bidder / Contractor and Gymkhana with mutual understanding.
- o) All work carried out by the Bidder / Contractor in accordance with the provision of the contract shall be entered in the Measurement book/Log book etc. as prescribed by the Bidder / Contractor so that a complete record is obtained of all works performed under the contract and the value of the work carried out can be ascertained and determined therefrom. Measurement shall be taken jointly by the Civil Engineer and by the Bidder / Contractor or and shall be signed and dated by both the parties.
- p) If the Bidder / Contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof granted by Gymkhana by any written letter, the Gymkhana shall recover from the Contractor as liquidated damages a sum of ten percent (10%) of the contract value of works for each calendar week of delay or part thereof of delay.
- q) Until the completed work is taken over by the Gymkhana, the Bidder / Contractor shall also be liable for and shall indemnify the Gymkhana in respect of all or any injury to person or damage to property resulting from the negligence of the Bidder / Contractor or his workmen or sub-contractor or from defective workmanship etc.
- r) The Bidder / Contractor shall take all precautions during excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to

these works and in case any materials got damaged, rebuilt / divert them at his own cost.

- s) All works shall have to be carried out with due regard to the convenient to the surrounding establishments/occupants of nearby buildings.
- t) The Bidder / Contractor shall obtain all the necessary permissions or licences from all and every statutory authority, in the name of Mulund Gymkhana and the Gymkhana shall bear the costs for the same.

OTHER CONDITIONS:

1. The Management of Mulund Gymkhana reserves its right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. Mulund Gymkhana is not necessarily bound to accept the lowest offer.
3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
4. Tender submitted after expiry of scheduled date and time shall not be considered.
5. The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
6. The Architect and Civil Engineer appointed by the Gymkhana shall be entitled to inspect, oversee the work of the Bidder and the Bidder shall be bound to carry out the instructions given by them from time to time.
7. The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.
8. The decision of the Management of Mulund Gymkhana in case of any dispute or difference shall be final and binding upon the Bidder / Contractor.

Sd/-
SECRETARY
Mulund Gymkhana