

INSTRUCTIONS TO TENDERER

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VOLUME - I
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VOLUME - I
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IT.1.0 GENERAL

IT.1.1 Tender shall be issued by Indiabulls Constructions Ltd. Selected / approved qualified Sub-contractors/Firms can download tender from www.realestate.indiabulls.com/tenders on receipt of user name and password to download the same from Sylvanus Properties Ltd.

The present scope of the Project is

The scope of work shall cover supply, installation, testing and commissioning work of all items and associated work as required for External lighting works for M/s. Indiabulls Constructions Ltd.), at Village Savroli, Tal. Khalapur, as illustrated in Specifications and Schedule of Quantities, complete in all respects including obtaining necessary approvals from statutory authorities and local level (external site boundary) co-ordination In the event of the Sub-contractor being awarded the whole or Part of the Work, the value of requisite securities to be submitted by the Sub-contractor shall vary accordingly and the Sub-contractor has to honor them accordingly.

IT.1.2 The documents consisting of followings either already issued or being issued form part of the Tender Documents:

1. Instructions to Tenderer and Tender form with Appendix TF
2. Volume – I (Terms & Conditions of Contract)
 - General & Special Conditions of Contract (Including Form of Agreement)
 - Proformas
3. Volume - II
 - Technical Specifications
 - Approved Make List
4. Volume - III
 - Bills of Quantities
5. Addenda / Corrigenda / Clarifications if any

IT.1.3 Modifications in any of the above documents will be made by addenda/corrigenda, copies of which will be circulated to each Tenderer before the due date of the Tender. One signed copy of the same shall be sealed and packed along with tender documents to be submitted as detailed hereafter.

The Tenderer shall not make any additions/deletions to or amend the text of the documents except in so far as may be necessary to comply with any addenda / corrigenda issued. The Tenderer shall use only Tender documents as issued for submitting his quote in desired Proforma and shall comply to various conditions of contract.

IT.1.4 E-mail, Fax, Telex or Telegraphic tenders shall not be entertained.

IT.1.5 The tender shall be submitted in English. All accompanying literature and correspondence shall be in English.

IT.1.6 No claim for costs, charges, expenses incurred by the Tenderer in connection with preparation of tender submission and for subsequent clarifications of their tender shall be accepted.

IT.2.0 TENDERER TO STUDY DOCUMENTS AND VISIT SITE

IT.2.1 Submission of the tender by the tenderer implies that he has read tender documents listed in clause IT 1.2 and has made himself aware of the scope, specifications of the Works, conditions of contract, drawings and other reports if any and also the site environment.

IT.2.2 Tenderer are requested to inspect and examine the site and its surroundings before submitting tender so as to satisfy themselves about -

- a) Nature of ground and soil conditions.
- b) Means of access to the site.
- c) Accommodation they may require for staff/labour at and around site.
- d) Water and Electricity requirements for construction and for staff/labour etc.
- e) Risk, contingencies, safety regulations to be followed and any other circumstances.
- f) Local conditions and other factors affecting the works.
- g) Acquaint him with local hydrological and climatic conditions.
- h) Acquaint himself with Rules and Regulations of Local authorities including traffic, airport authorities or any other if any.

IT.2.3 The Tenderer shall be deemed to have full knowledge of documents and site and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

IT.2.4 Questions regarding the meaning of any of the tender documents and discrepancies shall be directed to Sylvanus Properties Ltd. in writing minimum 7 days prior to the due date of submission of tender. All clarifications, interpretations, meanings and specific directions if any shall be issued in duplicate in writing to all the Tenderer by Sylvanus Properties Ltd.. One copy of these shall be returned duly signed and seal affixed along with tender submission.

IT.3.0 SUFFICIENCY OF TENDER

IT.3.1 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and about the rates and prices quoted by him, and 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 proper execution and maintenance of the works.

IT.4.0 METHOD OF TENDERING

Each and every paper of tender documents shall be signed by the authorized person(s) and seal affixed. Person signing shall write in capital letters his full name designation, current and main office address.

IT.4.1.0 Authority of Signing

IT.4.1.1 If the tender is submitted by an individual, it shall be signed by him.

IT.4.1.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.

IT.4.1.3 If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner holding the power of attorney for the firm for signing the

- tender, in which case, a certified copy of power of attorney shall accompany the tender.
- IT.4.1.4 If the tender is submitted by a limited company or a corporation, it shall be signed by a duly authorized person or the person holding the power of attorney for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender.
- IT.4.1.5 **Joint Ventures are not allowed.**
- IT.4.1.6 All witnesses and sureties shall be persons of respectable status and probity and their full name, occupations and addresses shall be stated below their signatures.
- IT.4.2.0 Stating of Rates
- IT.4.2.1 The tender shall be filled in English with a neat hand and all the figures and words shall be legible.
- IT.4.2.2 The rates shall be written both in words and in figures. The tenderer shall also show the amount of each item, the total of each section and the grand total of the whole tender.
- IT.4.2.3 Correction, if any, shall be made by crossing out, initialing, dating and rewriting.
- IT.4.2.4 In case of conflict between the figures and words in the rates, the latter shall prevail.
- IT.4.2.5 The tenders will be verified for accuracy in the arithmetical calculations. Any tender with arithmetical mistakes will be corrected on the basis of the quantities of work given in the tender form and the unit prices quoted by the tenderer in words.
- IT.4.3.0 Unbalanced Unit Rates
- IT.4.3.1 In the case of a tender where the unit prices of any item appears unrealistic; such a tender will be considered as unbalanced. The SPL reserves the right to call for the rate analysis in such items which are in his opinion, unbalanced and the tenderer is required to give them in a specified format. In case the tenderer is unable to provide satisfactory explanations, the SPL reserves the right to disqualify such a tender without prejudice to any other right for failure on part of the tenderer.
- IT.4.4.0 Packing and Submission
- IT.4.4.1 The Tender shall be submitted on and at address given in Appendix TF to Tender Form. Any tender received after this date and time shall not be accepted. Tenders shall be packed, marked and sealed and submitted in original with documents listed below.
- IT.4.4.2 Cover A – Technical submission shall contain
- a) The undertaking that Tender is duly completed signed and sealed for entering into agreement with terms and conditions for this Contract.
 - c) Covering letter giving undertaking that tender is completed as per conditions and no deviations are proposed.
 - d) Volume I – Terms & Conditions, Volume II -Technical Specifications, addenda/ corrigenda/ clarification / amendments / corrections issued before due date of tender and Tender drawings duly signed and sealed (in token of acceptance of documents) as detailed in clause IT 4.1.0 and 4.2.0.
 - e) Proposal Forms as listed below
 - i) Details of Equipments, Plant & machinery to be deployed in the format attached in Tender as Annexure
 - ii) Proposed site organization
 - iii) List of pending arbitrations / disputes

- iv) Quality assurance plan & safety plan
- v) House keeping plan
- vi) Bar chart / Pert chart

IT.4.4.3 Cover B shall contain

- a) Volume III - Bills of Quantities, duly completed with prices as detailed in clause IT.5.1.0 and IT.5.2.0

IT.4.4.4 The Tender shall be submitted on and at address given in Appendix TF. Any tender received after this date may not be accepted. Tenders shall be packed, marked and sealed and submitted in original with documents listed above.

IT.5.0 TENDER TO BE VALID FOR

Rates quoted by the tenderer submitted shall be valid for a period as given in Appendix TF from the date of submission or till an extended date mutually as agreed on expiry of the said period.

The Tenderer shall not withdraw or revise or alter any conditions, rate(s) quoted within a stated period, unless he is called upon to do so in mutual agreement / negotiations. The Indiabulls Construction Limited reserves the right to forfeit the earnest money deposit if the tenderer revokes or withdraws the tender within a stated period.

IT.6.0 OPENING OF TENDER

IT.6.1 The Tender shall be opened in confidence.

IT.7.0 AGREEMENT

IT.7.1 The successful tenderer shall be bound to implement the contract on receipt of intimation of acceptance from the Indiabulls Construction Limited and he shall sign an agreement in accordance with enclosed draft agreement which shall constitute a binding contract between them.

IT.7.2 The successful tenderer shall bear stamp duty and other expenses pertaining to preparation and execution of contract document/agreement.

IT.8.0 PROCEDURE FOR REJECTION

IT.8.1 The Sylvanus Properties Ltd. reserves the right to accept or reject any tender or reject all tenders without giving any reasons for their decision. The whole work may be split between two or more Tenderer or accepted in part and not entirely, if considered expedient.

IT.8.2 Tenders are liable to be rejected in which any of the particulars/ prescribed information is either missing or incomplete in any respect and or if the prescribed conditions are not fulfilled.

IT.8.3 Canvassing in connection with tender is strictly prohibited and tender submitted by tenderer who resort to canvassing will be liable to rejection.

IT.8.4 Tenders containing uncalled remarks or any additional conditions are liable to be rejected. Tenderer shall not revise, add, omit or assume anything other than detailed in tender. Sylvanus Properties Ltd. reserves the right to ignore such additions, deletions made by the tenderer. Decision of Sylvanus Properties Ltd. in this regard shall be final.
