

**PIMPRI CHINCHWAD NEW TOWN
DEVELOPMENT
AUTHORITY, AKURDI, PUNE-411 044.**



DETAILS ELECTRICAL WORK E-TENDER

TENDER PAPER

FOR E-TENDER NOTICE NO. : FOR 2017-18

B-1 TENDER PAPERS

(e-Tender No. :)

NAME OF WORK: - AMC for Baggage Scanner (Comprehensive) in Administrative building at PCNTDA, Akurdi, for the period of 3 year.

Estimate Cost	:	Rs . 13,60,209/-
Tender form Fee	:	Rs. 500/-
Earnest Money Deposit	:	Rs. 14,000/-
Security Deposit	:	Rs. 28,000/-

**Pimpri Chinchwad New Town Development Authority
Near Akurdi Railway Station, Pune-411 044**

Contractor

No. of Corrections

Executive Engineer (ELECT)

NAME OF WORK: - AMC for Baggage scanner (Comprehensive) in Administrative building at PCNTDA Akurdi, for the period of 3 year.

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PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY,

NEW ADMINISTRATIVE BUILDING, NEAR AKURDI RAILWAY STATION, PUNE-411 044.
Phone No. (020)-27652934/35 (Extn:-1605)

E -Tender Notice No:20 for 2017-2018

Sealed Online B-1, e-Tenders for the following work are invited by the Chief Executive officer from the contractors.

Sr. No	e-tender No.	Name of work	Type	Estimated cost of Work (Rs.)	Earnest Money (Rs.)	Security Deposit (Rs.)	Time Limit for completion(period of work)	e- tender form fees (Non Refundable) (Rs.)
1.	20	AMC for Baggage scanner (Comprehensive) in Administrative building at PCNTDA Akurdi, for the period of 3 year.	-----	13,60,209/-	14,000/-	28,000/-	3 year	500/-

e-Tender Processing Time Table :-

Sr.No	Details	Start Date	Hrs	End date	Hrs
1	Publication of Tender	01-02-2018	10.00	-----	-----
2	Document Download	01-02-2018	10.00	21-02-2018	16.55
3	Pre bid meeting	NA	NA	NA	NA
4	Bid submission start	01-02-2018	10.00	21-02-2018	16.55
5	Opening of Bid (Technical cover)	23-02-2018	15.00	-----	-----
6	Note : All the payments towards EMD and cost of tender forms will be done through e-payment gateway by using Netbanking only. Bidders who are using SB MOPS other banks Internet Banking are requested to make online payment 4 days in advance				

Note:-

- All eligible/interested contractors who want to participate in tendering process should compulsorily get enrolled on e-tendering portal "<http://mahatenders.gov.in>" in the appropriate category applicable to them.
- Contractor shall contact for details or any difficulties in submission of online tenders if any to "The 24 x 7 Toll Free Telphonic Help Desk Nos. 1800-3070-2232 Mobile no. 91-7878007972 & 91-7878007973**
- It is compulsory for all participants to submit all documents online. Bids will not be accepted by hand or by post. In case of failure online offer will not be opened.
- Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCNTDA.
- Detailed terms and condition are displayed on portal,
- Above Tender Notice is displayed on www.pcntda.org.in

sd/-
Chief Executive Officer,
PCNTDA, Akurdi

Contractor

No. of Corrections

Executive Engineer (ELECT)

DETAILED TENDER NOTICE

Sealed Online **B-1**, e-Tenders for the following work are invited by the Chief Executive Officer, PCNTDA from the contractors.

- 1. NAME OF WORK: - AMC for Baggage scanner (Comprehensive) in Administration building at PCNTDA Akurdi, for the period of 3 year**
- 2. ESTIMATED COST PUT TO TENDER : Rs. 13,60,209/-**
- 3. BLANK TENDER FORM FEE : Rs. 500/-**

Tender Forms can be purchased from the e-Tendering Portal, "<http://mahatenders.gov.in>" after paying Tender Fees through online mode as per the Tender Schedule.

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-Tendering portal "<http://mahatenders.gov.in>" after entering the details, payment of Rs. 500/- (Rs. Five Hundred only) should be paid online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

1. EARNEST MONEY DEPOSIT (EMD) –

1.1. The EMD applicable amount shall be paid via Online mode only.

1.2. **a)** Earnest money of minimum Rs. 14,000/- shall be paid via online using NEFT/RTGS or payment gateway mode. After Tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in challan under Beneficiary Account Number.

b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in form B-1.

1.3. Tender of those who do not deposit earnest money shall be summarily rejected.

1.4. The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the validity period whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement, his earnest money deposit will be forfeited.

2. SECURITY DEPOSIT

The total Security Deposit shall be 2% (Two percent) of estimated cost or accepted tendered amount, whichever is higher. Such security deposit shall be for a period of construction plus defect liability period of 60 months.

If offer quoted by contractor is 1% below then no performance security is applicable. If offer quoted by contractor is up to 10% below the cost put to tender then contractor is liable to pay 1% of tender cost in the form of Demand Draft towards "PERFORMANCE SECURITY" this shall be payable in favour of Pimpri Chinchwad New Town Development Authority, Akurdi, Pune - 411 044 and scanned copy of the same shall be submitted into envelope No. 2 with e-tender.

Contractor

No. of Corrections

Executive Engineer (ELECT)

If offer quoted is more than 10% below of the cost put to tender, than difference of amount which is more than 10% below, shall be payable in favour Pimpri Chinchwad New Town Development Authority, Akurdi, Pune ó 411 044 in the form of Demand Draft towards " PREFORMANCE SECURITY" and scanned copy of the same shall be submitted into envelope No. 2 with e-tender.

e. g. If the quoted rate is 14% below than -

a) upto 10% below = 1%

b) Difference of 14% - 10% below = 4%

Total Performance Security =5%

It is essential to have Bank's MICR & IFSC code on Demand Draft.

The hard copy of Demand Draft of Performance Security shall be presented in sealed envelope with clearly indicating in it "Name of work and Tender Notice No." This envelope shall be submitted at the time of opening of price bid or within 5 working days offer submission of tender.

Work order shall be issued only after encashing Demand Draft submitted by lowest bidder

If the rate quoted are more than 10% below, then the contractor shall submitted "Rate Analysis" of every items with proper justification about how he is going to execute the said work.

This Performance Security will be released within 3 months after successfully complet5ion of work.

Initial security deposit in the form of cash or Demand Draft shall be credited by challan in the account of PCNTDA at Indian Overseas Bank, Nigdi Branch, Pune. This initial security deposit shall be deposited by the successful bidder within 8 days from the date of Acceptance Letter. Amount of initial security deposit shall be as follows -

The whole Security Deposit will be refunded after 60 days of completion of contract.

Eligibility Criteria for Technical Experience for Bidder:-The Bidder should demonstrate having successfully completed and/or in use work of similar nature, same type in govt & semi government, Public, Private, anywhere in India costing not less than 30% of estimated cost put in this tender for this work.

Successful Bidder should deposit Work performance security of Rs. 50,000/- in cash / DD at the time of agreement. This work performance security will be released only after successful completion of the agreement period.

3. ONLINE ENVELOPE NO. 1 : (Documents)

The First Online envelope "Envelope No. 1" shall contain the following documents:

1. Scanned copy of **Details of Tenderer's PAN card** and complete postal address with Pin Code and telephone Numbers.
2. Scanned copy of GST registration No. or receipt of GST enrollment done.
3. Scanned copy of turnover certificate, certified by the Chartered Accountant should be produced. The average annual turnover during last three financial years 13-14, 14-15, 15-16 should **not be less than 75% of estimated cost put in this tender for this work.**

4. Scanned copy of Income Tax Returns for last three financial year I. e. from 2013 to 2016.
5. Scanned copy of attested certificate of work experience. The Bidder should demonstrate having successfully completed and/or in use work of similar nature, same type in Govt. & Semi Government and Public Sector anywhere in India **costing not less than 30% of estimated cost put in this tender for this work.**
6. Scanned copy of proof of ownership.
7. Details of Technical Personnel on the rolls of the tenderer.
All the relevant documents showing and confirming the above shall be enclosed with the bid documents and shall be listed as per the enclosure.

Numbering should be done for all papers contained in Envelope No. 1 and indexed

4. ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

The second online envelope "Envelope No.2" shall contain only the offer.

5. Post-Qualification

Bidders satisfying the above criteria shall be declared as post-qualified and considered for the further process of the bid. PCNTDA will reserve the right to qualify or disqualify bidders and open envelope no. 2.

6. Validity of terms of the BID

1) It is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 120 days from the last date for submission of the Non-adherence to this requirement will be a ground for declaring the Proposal as non-responsive. In exceptional circumstances, PCNTDA may solicit the Bidder's consent for extension of the period of validity. The Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting PCNTDA's request for validity extension shall not be permitted to modify its offer.

2) The above work will be carried out under the supervision of the Engineer-in-charge of PCNTDA.

7. POWER OF ATTORNEY:

If the tenderer are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the firm/company, along with the tender.

Clarifications, if any, can be sought from:

Chief Executive Officer
Pimpri Chinchwad New Town Development Authority
New Administrative Building, Near Akurdi Railway station,
Pune-411 044
Maharashtra State, INDIA

8. ONE BID PER BIDDER

Each contractor shall submit only one bid for the work. The contractor who submits or participates in more than one bid will cause all the bids with the Bidders participation to be disqualified.

9. COST OF BIDDING

The tenderer shall bear all costs associated with the preparation and submission of the bid and PCNTDA will in no case, be responsible and liable for those costs.

10. SITE VISIT

The contractor at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the site and collecting the necessary information shall be borne by the bidder. No extra claim will be entertained in future on this account.

11. OPENING OF TENDER

The tenders will be opened on the date specified in the Tender Notice (if possible) in the presence of the intending bidders or their authorized representative to whom they may choose to remain present. Following procedure will be adopted for opening of the tender.

1.ENVELOPE No.1: -(Documents)

First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer Envelope No. 2 will not be considered for further action and the same will be recorded. The decision of the tender opening authority in this regard will be final and binding on the contractors.

2.ENVELOPE No.2: (Financial Bid)

This envelope shall be opened online after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage above/below the estimated rates shall then be read out. In the presence of bidders who remain present at the time of opening of Envelope No.2.

12. RIGHT RESERVED: -

Right to reject any or all tenders without assigning any reason therefore is reserved by the Hon. CEO, PCNTDA whose decision will be final and legally binding on all the tenderer.

1.The PCNTDA may extend the dead line for submission of tender by issuing a corrigendum.

2.The PCNTDA near Akurdi Railway station, PUNE – 44 shall have the right to revise or to amend the contract document prior to receipt of tender.

13. The court of jurisdiction for this work is Pune and Pimpri Chinchwad.

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE.
CONTRACT AGREEMENT

(General rules and directions for the guidance to the contractors)

Definitions:

For the purpose of this contract unless there is anything repugnant the subject of the contract,
The following words and phrases shall have the meaning specified herein below:-

- I)** The word "Development Authority" means the "Pimpri-Chinchwad New Town Development Authority".
- i)** The word "Chairman" means the "Chairman of the Development Authority".
- ii)** The word "Chief Executive Officer" means "Chief Executive Officer of the Development Authority OF PCNTDA".
- iii)** The "Executive Engineer" means the "Executive Engineer (Electrical) of the Development Authority of PCNTDA".
- iv)** Engineer-in-charge means the Executive Engineer in-charge of the work or such other subordinate who may have been specially appointed to hold charge of such work.
- v)** The expression "Work" or "Works" when used in those conditions shall unless there is something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by the virtue by contractor be executed whether temporarily or permanently or whether original, altered, substituted or additional and shall be held to comprise not only works of constructions but all access there to and all matters and things connected there-with or incidental there to be executed, carried out and done under the contract in every respect.
- vi)** Receipts for payments made on account of work, when executed by firm, must also be signed by Power of Attorney Holders, except where the contractors are described in the tender form in which case the receipts must be signed in the name of firm by one of the partners or by some other persons having authority to give effectual receipts for the firm; which is made known to PCNTDA in advance.
- vii)** Any person who submits a tender shall fill up printed form stating the rate at which he is willing to undertake the work or in case of item Rate Tenders each item of the work. Tenders that propose any alteration in the work specified in the said Tender Form, or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work. Tender shall have the name of work to which they refer, should be shown on the documents being submitted.
- viii)** The Chief Executive officer or his authorized representative will open the e-tender in the presence of tender committee and such e-Bidder or their representative who may intent to be present at the time. PCNTDA will enter the rate of several tenders in comparative statement in a suitable form. In

the event of a e-tender being rejected, the earnest Money deposited shall be returned to the contractor concerned.

- ix) The Chief Executive Officer shall have the right of accepting or rejecting all tenders without stating any reasons thereof.
- x) The receipt of a clerk for any money paid by the contractor will not be considered as an acknowledgment of payment and the contractor shall be responsible for seeing that the he procures the receipts from the Chief Executive Officer or any other person duly authorized by him in this respect.

Contractor

Executive Engineer (Elect.)

Chief Executive Office

Contractor

No. of Corrections

Executive Engineer (ELECT)

Offer

TENDER FOR WORKS

I/we hereby tender for the execution of work for the Pimpri-Chinchwad New Town Development Authority, the work specified in the Tender with Memorandum within the time specified in such memorandum at above % / below % the estimated amount (or in case of item, Rate Tenders at the rates specified therein) in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in rule Condition of Schedule 0A0 and with materials as are provided for, by and in all other respects in accordance with such conditions as applicable.

Memorandum

1. Name of work: AMC for (Baggage scanner Comprehensive) in Administration building at PCNTDA Akurdi, for the period of (3) three year

2. Estimated Amount	Rs.	13,60,209 /-
3. Earnest Money	Rs.	14,000/-
4. Security Deposit	Rs.	28,000/-

6. Time allowed for the work from the date of Written order to Commence the work ----- **36 (Thirty six) Months.**

I/ we have paid online a sum of Rs 14,000/- in name of Pimpri-Chinchwad New Town Development Authority, as Earnest Money and agree to its absolute forfeiture for any default, as provided for in 1st para of the detailed tender notice.

I/ We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date of opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered Post A.D. or otherwise delivered at the office of such authority.

Should this tender be accepted, I/We abide by and fulfill all items and provisions of the said conditions of the contract annexed hereto as far as applicable or in default thereof, forfeit and pay to the Development Authority the sum of money mentioned in the conditions.

Dated the _____ day of _____ 2018.

Address:

Contractor's Signature (with seal)

The Above contract agreement is here signed by me after acceptance of the Tender by the C.E.O. on behalf of the Pimpri - Chinchwad New Town Development Authority, Nigdi, Pune 411 044.

**Chief Executive Officer,
Pimpri-Chinchwad New Town
Development Authority, Nigdi.**

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY AKURDI, PUNE.

SCHEDULE A

1. **Name of work:** AMC for Baggage scanner (Comprehensive) of Administration building at PCNTDA Akurdi, for the period of (3) three year

Schedule showing (approximately) the materials to be supplied from Pimpri-Chinchwad New Town Development Authority, stores for the work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for.

Sr. No.	Name of Material	Approximate Quantity	Unit	Rate at which material will be issued to the contractor		Place of delivery
				In figures 5	In figures 6	
1	2	3	4			7
		NIL				

Contractor

Executive Engineer (Elect.)

Chief Executive officer

Contractor

No. of Corrections

Executive Engineer (ELECT)

SCHEDULE "B"

Memorandum showing items of work to be carried out

Item No.	Quantities estimated but may be more or	Item of work	Estimated Rates		unit	Total amount according to estimated quantities
			In figures	In words		
As per schedule attached.						

Note 1: All work shall be carried out as per specifications of the division or as directed.

Note 2: Rates quoted include clearance of site (Prior to commencement of work and its closures.) in all respects and good for works under all condition, site misfire whether etc.

Signature of Contractor

Signature of Executive Engineer (Elect.)

Note: To be continued on additional sheet if found necessary.

Contractor

No. of Corrections

Executive Engineer (ELECT)

SCHEDULED -B

Name of work – Estimate for providing fully comprehensive maintenance for the period of Three year for the installed baggage scanner at New Admin Building of PCNTDA, Akurdi, Pune

Item No	Description of Item	Unit	Qty	Rate (Rs)	Amount (Rs)
1	Providing the fully comprehensive maintenance as per maintenance manual of manufacturer for the baggage scanner which will includes following work - <ul style="list-style-type: none">* checking for power* checking for memory full* checking back quantity* checking for battery power* checking for monitors* checking for the proper locations* checking for scanner* image checking colour and black-white* motherboard dust clearing	each	2	226701.5	453403/-
Total Rs.(For 1 year)					453403/-
Total Rs. (for 3 years)					13,60,209/-

Contractor

No. of Corrections

Executive Engineer (ELECT)

CONDITIONS OF CONTRACT

Clause: 1

Security deposit:

- a) The security deposit to be taken for the due performance of the contract will be 2% of the tender amount (inclusive of Earnest Money). The successful Bidder shall pay:

The Development Authority shall be at liberty to invest the deposit in any form it chooses and shall not be liable for payment of any interest on this sum to the contractor in that case.

The deposit shall be available for forfeiture by the Development Authority in case of default by the contractor.

The Security Deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period of one year from the date of commissioning & completion and shall be returned after the Development authority is satisfied that no defect is discovered in the work, or no claim is found out against the contractor against the contractor within this period. In such cases, payment will be made after defect is removed and/or claim is satisfied.

Clause: 2

Action when the progress of any particular portion of the work is unsatisfactory:

In the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall not withstanding that the general progress of the work is in accordance with the condition.

Clause: 3

Completion Certificate:

On completion of the work, the contractor shall be furnish a certificates from the Executive Engineer of such completion but no such completion certificate shall be given until the contractor removes all appurtenance such as scaffolding shoring, temporary support etc. and cleared the site of all surplus material, rubbish etc., and shall have handed over to Engineer-in charge, the completed work neatly furnished, in clean and tiptop condition with all parts of this structures of work cleaned of all dirt stains etc. to the satisfaction of the Engineer-in-charge.

If the contractor fails to comply with requirements of this clause, such as removals of scaffolding, surplus materials and rubbing and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at expenses of the contractor remove such scaffolding, surplus materials, and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized from the sale thereof.

Clause: 4

Bills to be on printed forms:

The contractor shall submit all bills on printed forms to be had on application at the office of the Executive Engineer and rates in the bill shall always be entered at the rates specified in the tender or in the case of any extra work order in presence.

Clause: 5

Contractor percentage whether applied net or gross amounts of bill:

The percentage to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause:6

Work to be executed in accordance with specifications, drawings, orders, etc.:

The contractor shall execute the whole and the every part of work in the most substantial and workman-like manner in respect of both materials and workmanship and strictly in accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs and instructions in writing relating to the work signed by Executive Engineer and lodged in his office. The contractor shall be entitled to have access to such design and drawing in the office of Executive Engineer during office hours on the site of work for the purpose of inspections and the contractor shall if he so requires be entitled at his own expenses to make or cause to be made copies of the inspections and of all such designs and instructions as aforesaid.

Clause: 7

Alteration in specifications and designs not to invalidated contracts:

The Engineer-in-charge shall have power within the tender amount to make any alterations in or additions to the original specification, drawings and instructions that may appear to him to necessary or advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may carry out on same condition in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and alter work includes any class of/work for which no rates specified in this contract, then such class of work shall be carried out at the rates entered in the scheduled of rates of Division or at the mutually agreed upon between Engineer-in-charge and the contractor whichever are lower. If the additional or alter work for which no rate is entered in the schedule of the rates of the Divisions, is ordered to be carried out before the rates are agreed upon the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to change for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing to Engineer-in-charge be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may

consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rate shall have been determined as lastly here-in-before mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out of expenditure incurred by him prior to the date of the determination at the rate as aforesaid according to such rate or rates as shall be fixed by Engineer-in-charge, in the event of the dispute the decision of Development Authority will be final.

Where, however, the work is to be executed accordingly to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority alteration as referred above shall be within the scope of such designs drawings and specifications appended to the tender.

Rate for work in estimate or schedule:

If the additional work includes any class of the work for which no rate is specified in the contract, then class of work shall be carried out at the rate derived prorata from indicative rates from analogous item in the tender where it is so possible, otherwise such work shall be carried out at the Public work & Housing Department scheduled of rates in force on the date of the tender, or at the rates agreed to by the contractor whichever is less.

Clause: 8

No claim to any payment or compensation for alteration in or restriction of work:

1. If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason what-so-ever (other than default of the part of the contractor for which the Development Authority is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should not be carried out at all he shall give the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Executive Engineer as to the stage at which the work or any part of it could or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or in presence of any notice as aforesaid on account of any suspension, stoppages or curtailment expect to the extent specified herein after.

Clause: 9

Action and compensation payable in case of bad work:

If at the time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of execution of the work are unsound or of quality inferior to that contracted for or otherwise, not in accordance with the contract it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor, who shall be bound forthwith to rectify or remove and

reconstruct the work so specified and provide by other proper and suitable materials or articles at his own charges and cost and in written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent the amount of the estimate for every day not exceeding 10 days during which the failure so continues and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at his risk and expenses in all respects of the contractor. If the engineer in charge considers that any such inferior work or materials as described above may be accepted or made use of it ,shall be within his discretion to accept the same at such reduced rates as he may fix thereof.

Clause: 10

Work to be open for inspection Contractor or responsible agent to be present:

All work under construction or in case of the execution of contract ,shall at all times be open for the inspection and supervision of the Development authority officers (Executive Engineer, Deputy Engineer, the Engineer-in-charge) and such of their subordinates and agencies who may have been entrusted with the supervision of the work in question and the contractor shall be at all times remain present and receive instruction or shall have at site a responsible agent duly accorded in writing, to be present for that purpose Orders given to the Contractor's agent shall be considered to have the same force as they have been given to the contractor himself

Clause: 11

Notice to be given before the work is covered up:

The contractor shall give not less than five days notice in writing to Engineer-in-charge of the work, before covering up the work. Any work placing beyond the reach of measurement cover in order ,the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed the measurement and shall not cover up or place any work without the consent in writing from the Engineer-in-charge and then the work shall be covered up.

Clause: 12

Contractor to supply plant, ladders scaffolding etc:

The contractor shall supply at his own cost the materials(except such special material if any as may in accordance with contract be supplied by the Development Authority) stores, plants, tools, appliances, implements, ladders, cordage ankle, scaffolding and temporary work require for proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of contract or referred to in these conditions or not, or which may be necessary to satisfy the requirement of Engineer-in-charge which he has right to enforce under the condition of contract together with the carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of workmen with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination as and when required. In the case contractor fails to do the same it may be arranged by the Engineer-in-

charge at the expenses of the contractor, and the expenses may be deducted from any money, due to the contractor, under the contract or from his security deposit.

Clause: 13

Labour:

No labour below the age of 12 years/ as per latest labour law shall be employed in work. If found it will sole responsibility of the contractor.

Clause: 14

As per minimum wages act 1948 and as amended time to time:

- i) The contractor shall be pay fair and reasonable wage to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the payments are not fair and reasonable the dispute shall not in any way affect the conditions in the contract regarding the payment to be made by Development Authority at the sanction tenders, as mentioned in the tender.
- ii) The contractor shall provide drinking water facilities to the workers and similar amenities shall be providing to the worker angled on large work under areas.

Clause: 15

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident, if such expenses are incurred by Development Authority the same shall be recoverable from the contractor forthwith and the deducted with the prejudice to any other remedy to Development Authority from any amount due or that may become due to the contractor.

Clause: 16

The contractor shall provide all necessary personal safety equipment and first aid apparatus available for use of the persons employed on the site shall maintain it in the same condition suitable for immediate use at time and shall comply with the following regulations in connection therewith.

- (a) The worker shall be required to use the equipment to provide by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When the work is carried out in proximity to any place where there is a risk of drawing all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provisions shall be made for prompt first-aid treatment of all injuries like to be sustained during the course of the work.

Clause: 17

Reasonable compensation by contractor for any default:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation payable to the Development Authority by the contractor for any

default, without reference to the actual loss or damage sustained and whether or not any damages shall have been actually sustained.

Clause: 18

In case of tender being executed by the partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Executive Engineer for his information.

Clause: 19

Work to be under direction of Engineer-in-charge:

All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects, of the engineer-in-charge who shall be entitled to direct at what points and in what manner they are to be commenced and from what time carried out.

Clause: 20

Except where otherwise specified in the contract the decision of the Executive engineer shall be final, conclusive and binding on all parts to the contract upon all questions relating to the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or material used on the work or as to any other question claim, right matter or thing whatsoever in any way arising out of relating to the contract, designs, drawings, specifications, estimate instructions, orders or the conditions of otherwise concerning the works or executions or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof of the contact work.

Clause: 21

Rates:

The rates to be quoted by the contractor must be exclusive of all taxes including Excise Duty, Sales Tax, Service tax, L.B.T Transport etc.

Clause: 22

Acceptance of condition compulsory before tendering for work:

Any contractor who does not accept these conditions shall not allowed to tender for work.

CONDITION REFERRED TO IN PARAGRAPH:

- i) The operative period of the contract shall mean the period commencing from the date of the work under issued to the contractor and ending on the date when the time allowed for the work specifications in memorandum under tender for the expires, taking into consideration the extensions of time, if any for completion of the work granted by the Engineer-in-charge under relevant clause of conditions of contract in cases other than those where such extension in necessitated on account of default of the contractor. The decision of the Engineer-in-charge as regards the operative period of the contract shall be final and binding on the contractor.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

Contractor

No. of Corrections

Executive Engineer (ELECT)

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE-44.

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATION

(Note: These are to apply as additional specifications and conditions unless otherwise already provided for contradictorily else –where in this contract)

1. General:

1.1 Contractor to inform himself fully:

The contractor shall be deemed to have carefully examined the work and site conditions including labour ,the general and special condition, the specifications, schedules and drawings and shall be deemed to have visited the site of work and to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at rates quoted in the tender .In this regard he will be given necessary information to the best of knowledge of department but without any guarantee about it .

If he shall have any doubt as to the meaning of any portion of these general conditions or these special conditions ,or the scope of work or the specifications and drawings ,or any other matter concerning the contract, he shall in good time before submitting his tender set forth the particular thereof and submit them to the Executive Engineer in order that such doubts may be clarified and authoritatively before tendering .Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre clarification.

1.2 Errors Omissions and discrepancies:

- (a) In case of difference between the rates written in figures and words the rate adopted by contractor for working out the total amount of the item will be taken as correct ,in other case the correct rate would be that which is lower
- (b) In all cases of omissions and /or doubts or discrepancies in the dimensions or descriptions of any item or specification a reference shall be made to the Executive Engineer who's elucidation, elaboration or decision shall be considered as authentic .The contractor shall be held responsible for any errors that may occur in work through lack of such reference and preparation.
- (c) The several documents forming the contract are to be taken as mutually explanatory to one another ,detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to small scaled dimensions and special conditions in preference to general conditions .Any error in description quantity or rate in bills of quantities or any omissions there of shall not violate the contract or release the contractor from execution of the whole or any part of the work comprised there in according to drawings and specifications or from any of this obligation under contract

.. Working methods and progress schedules:

- (a) Contractor shall submit within the time stipulated by the Engineer ,in writing the details of actual methods that would be adopted by the contractor for execution of any item as required by Engineer at each of locations supported by necessary detailed drawings and sketches including those of the plants and machinery that ,would be used their locations arrangement for conveying and handling materials etc. and obtain prior approval of the Executive Engineer well in advance of starting of such item of work. The Executive Engineer reserves the right or suggest modification or make complete changes in the method proposed by the contractor, whether accepted previously or not at any stage of work, to obtain the desired accuracy, quality and progress of work which shall be binding on the contractor and no claim on the account of such change in method of execution will be entertained by Development Authority so long as specification of the item remains unaltered.

Progress schedule:

- (b) Further the contractor shall submit the progress of work in prescribed form and charts etc. at periodical intervals as may be specified by Executive Engineer Schedule shall be in the form of progress charts, forms progress statements and / or reports as may be approved by the Engineer.
- (c) The contractor shall maintain proforma charts, details regarding machinery equipments labour, material, and personnel etc. as may be specified by the Executive Engineer.

1.3 Agent and work-order book:

The contractor shall himself manage the work or engage an all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer/Supervisor shall be provided by the contractor as his agent for technical matters .He will take orders as will be given by Executive Engineer or his representatives and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Executive Engineer and his representative work on site. The contractor shall supply to the Engineer the details of supervisory and other staff employed by the contractor and notify changes when and satisfy the Engineer regarding the quantity and sufficiency of the staff thus employed. The Engineer will have the unquestionable right to ask for change in the quality in the numbers of contractor's supervisory staff and to order removal from work of any such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.

A work order book shall be maintained on site and it shall be the property of the Development Authority and the contractor shall promptly sign orders given therein by the Executive Engineer or his representatives and his superior officers, and comply with them. The compliance shall be reported by contractor to the engineer in good time so that it can be checked. The blank work order book with machine number pages will be provided by the

development authority free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

1.4 Initial measurements for record:

Where, for proper measurement of work it is necessary to have an initial set of levels or work other measurements taken, the same as recorded in the authorized field book or measurement book of Development Authority by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Engineer as to the basis of taking measurements. Likewise the contractor will not cover any work which will render it's subsequent measurements difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Executive Engineer .The record of such measurements of the Development Authority side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

1.5 Co- Ordination:

When several agencies for different sub-works of the projects are to work simultaneously on the project site there must be full co-ordination between different contractors to ensure timely completion of whole project smoothly .The schedule dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make this independent arrangement for water, power, housing, etc. if they desire. On the other hands the contractors are at liberty to come to mutual agreements in this behalf and make joint arrangements with the approval of Engineer .No single contractor shall take or cause to be taken any steps or actions that may cause, disruption ,discontent or disturbance of work, labour unrest etc. of other contractors in the project. Any action by any contractor which the Engineer in his unquestioned distraction may consider as infringement of the above would be considered as a breach of the contract conditions and shall be dealt as such.

In case of any dispute disagreement between the contractors, the Executive Engineers decision regarding the co- ordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractor s concerned and such decision or decisions shall not violate any contract nor absolve the contractor of his / there obligations under the contract nor from the grounds for any claims or compensations.

1.6 Temporary Quarters:

1. The contractor shall at his own expenses maintain sufficient supervisory staff etc. required for the work and provide housing for them with all necessary arrangements as directed by Executive Engineer.

2. **Indemnity:**

The contractor shall give indemnity to the Development Authority against all actions, Suits claims and demands brought or made against him in respective of anything done or omitted to be done by contractor in execution of or in connection with the work of this contract and against any loss or damage to the Development Authority in consequence of any action or suit being brought against the contractor for anything done or omitted to be done in the execution of work of this contract.

2. Miscellaneous:

- 2.1 Rates shall be inclusive of all taxes
- 2.2 It is presumed that the contractor has gone carefully through, 'specification' and studied site conditions before arriving Rates quoted by him. Decision of Executive Engineer shall be final as regards interpretation of specifications.
- 2.3 The contractor shall be responsible for making the goods damages done to the existing properties during construction by his men.
- 2.4 In the schedule "B" every item shall be deemed supplementary to and complimentary of every other item.
- 2.5 All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.
- 2.6 The recoveries if any due from contractor will effected by process of law.
- 2.7 Sales tax and works contract tax or any other taxes, levies etc. are to be borne by the contractor. The claims for the same will not be entertained for any reasons during the execution of work.
- 2.8 Technical person who is appointed by the contractor should come on two days in week (Monday & Thursday) at 10:00am to 6:00pm for checking and maintaining for Baggage scanner on the site. Also he should attend the call as per requirement of department as and when required.

Read and understood
by me.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

DECLARATION OF THE CONTRACTOR

I/ We hereby declare that I/We have myself/ourselves thoroughly conversant with the local condition regarding all materials and labour on which I/We have based my/our rates for this tender. The specifications and leads on this work have been carefully suited and understood before submitting this tender. I/We undertake the use only the best materials as approved by Executive Engineer or his duly authorized assistant before starting during the execution of work a to abide by the decisions.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

Contractor

No. of Corrections

Executive Engineer (ELECT)

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE .
Technical Specifications.

Section - (A) General Conditions:

1. Due consideration will be given to any special devices or attachment put forward by the tender or which are calculated to enhance the general utility and the safe and efficient operation of the equipment/materials work.
2. Completeness of contract: All fittings accessories or apparatus, which may not have been specifically mentioned in the tender but which are useful or necessary for the effective working shall be provided by the Bidder without extra charged. All equipment and apparatus shall be complete in all details. Whether such details are mentioned in the specification or not.
3. Indemnity Bond: The contractor shall require to execute Indemnity bond for satisfactory performance of the entire project on stamp paper of Rs. 100/- in the format approved by PCNTDA.
4. During execution works if there is any suggestions given by P.C.N.T.D.A, it will binding on contractor to execute the same without any extra cost.

I agree with all the
Above conditions.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer

Contractor

No. of Corrections

Executive Engineer (ELECT)

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PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY, AKURDI, PUNE.

Mode of payment

We are ready to do the work as mentioned in schedule B and we understand that payment will be paid quarterly. We also understand that the PCNTDA shall make standard deductions or deduct security deposit before makes the payments.

Contractor

Executive Engineer (Elect.)

Chief Executive Officer.

SPECIAL CONDITIONS OF CONTRACT (SCC) AND TECHNICAL SPECIFICATIONS

1. Scope of work & maintenance schedule.
The maintenance agency (contractor) shall be solely responsible for the day to day maintenance of ó **Baggage scanner** as per Complete scope of work & maintenance schedules of this work is given elsewhere in the tender document. (SCHEDULE- B)
2. Major or special repair or overhauling of any equipment ,routine maintenance including servicing, minor rectification as per Sch B would be the responsibility of the Agency. All material (consumable, tools & tackles, log books & stationery, etc which are not in the scope of this work. Nothing extra shall be paid on account of above consumables & small tools & plants required for the work.
3. The agency will promptly inform PCNTDA as soon as occurrence of any major defect in these system.
4. The agency shall provide proper dress code to the engaged employees with Name,age,photo identification card.
5. The complete bio-data of all the manpower deployed by the agency should be submitted with Engineer in charge of PCNTDA.
6. The agency should maintain a stock register for material purchased & consumed for maintenance work. This register should indicate date wise receipts of material & material consumed on work. The agency should also maintain a register for unserviceable material received during repair work.
7. The bidder must submit a self attested copy (copies) of recent work order (s) as proof of similar work done in PSU, central / State Govt organization Or subsidiary /Joint venture /Regulated company there of or reputed private company etc.
8. The bidder must visit /examine the site and its surroundings on any working day by prior appointment of Executive Engineer (elect) for proper assessment of (scope of work) before submitting their offer. No claims later on shall be entertained.
9. The PCNTDA will not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing bidder in the course of their performing the functions/duties, or for payment towards any compensation.
10. The bidder shall strictly observe all rules, regulation and labor laws applicable and make the necessary compliance/s.
11. All personnel employed by the bidder shall be medically fit and having good health.
12. The agency has to issue photo identity card for all working employees deputed for maintenance work at this complex.
13. In case the agency fails to abide by any of the conditions a financial penalty of Rs. 200/- per every default as decided by PCNTDA management will be imposed.
14. The agency should depute a supervisor in the maintenance office for coordination with PCNTDA & their maintenance team for smooth functioning of maintenance work.
15. The final bill will be submitted by the contractor within 30 days from date of completion & acceptance of work accompanied by the following documents:
 - a) Completion certificate issued by the engineer óin-charge specifying the satisfactory completion of work.
 - b) Computerized printed final bill.

c) No claim certificate by the contractor.

16. The AMC for Baggage Scanner (Comprehensive) in admin building at PCNTDA, Akurdi, for the period of 3 years. After completion of every year if contractor's performance is satisfactory then and only then renewal of Work Order will be issued by PCNTDA each year with same rate.

17. The mentioned AMC is comprehensive in nature which will include replace/ repairing all the faulty parts of the Baggage scanner for smooth operation. No extra payment will be given for the same.

Check List

ÉChecking for power.

ÉChecking for memory full.

ÉChecking for Bag quantity.

ÉChecking for battery power.

ÉChecking for monitor.

ÉChecking for the proper location.

ÉChecking for scanner.

ÉImage checking color & black-white.

ÉMotherboard dust cleaning.

Scope of Preventive Maintenance Visit shall be as under:

- i. Physical Inspection of the systems.
- ii. LED Indication Checks in Detectors and Response Indicators Amplifier, Controller and CD player.
- iii. Check and make note of any hardware changes and/or tampering observed.
- iv. Power Supply Checks- Checking of DC Voltage across DC Power. Sort out any problematic issues with system functionality and take appropriate corrective action.
- v. Follow operational level maintenance instructions received from Executive Engineer (Electrical).
- vi. Checking of loose connections, terminations and joints of power & communication cables and restoring them.
- vii. Cleaning of Panels, Detectors, Amplifiers, Music source and Microphone Etc using appropriate methods and applications.
- viii. Check System Errors and Alarms.

Contractor

No. of Corrections

Executive Engineer (ELECT)

ix. Check optimum levels of performance parameter in Detectors/ panels and take corrective measures and / or notify to Executive Engineer (Electrical).

Report Submission For all the specialize products contractor has to produce separate sheet and register of weekly, monthly and quarterly maintenance report in the format approved by PCNTDA showing clearly the points check list and action taken list and same register should be submitted on monthly basis to PCNTDA office after signing of Engineer in charge.

DEPLOYMENT OF WORKERS ON HOLIDAYS

The work will be carried out as per schedule B. Nothing extra shall be paid for working on holidays.

No employee/manpower deployed for the said job shall consume alcohol, cigarette/biddies/cigar/gutka & use chewing gum etc. or do any such act that spoils the housekeeping work. if anybody is found to be consuming the same, then a suitable financial penalty will be imposed and recovered from the agency without forfeiting PCNTDA right to expel the defaulting person from the PCNTDA forever.

Contractor

No. of Corrections

Executive Engineer (ELECT)

ANNEXURE-A

Scope of work

1. The firm should maintain the logbook for maintenance as detailed below.
 - a) After each maintenance/testing the test detailed to be entered in the maintenance register with date & result achieved.
 - b) After carrying out each test, the entry in the register to be got counter signed from the PCNTDA Engineer. Without prior approval, no fitting/material shall be removed for repairs it will be contractor's responsibility to provide alternative temporary arrangement of such items for the period. The item is repaired & put back in to position so that the system remains fully functional all the time.
2. The servicing of the system shall be done as per Sch B for smooth functioning of system.
3. The system shall be kept in fully working condition till completion of contract. The firm will arrange handing over of the total system in fully functional condition on completion of the contract.
4. The firm shall depute one qualified Engineer/Supervisor/Technical person to check the whole system once in every week & shall maintain a test record signed by them & got countersigned by their visit from the Engineer of the employer i.e. PCNTDA. The firm shall submit a list of person deployed for the work.
5. The engineer/Supervisor or his representative shall have access to installation during all hours.
6. Department shall be in no way be involved in any dispute of whatever kind between the contractor & the staff engaged by him.
7. Contractor will be bound to execute additional item which can be termed as logical essential & necessary (even though not listed in schedule of work) for the effective execution of the work. No extra cost will be given for this.
8. The contractor undertaking the job is advised to verify the particular and detailed in annexure & satisfy itself as regards to the conditions & quantity. On termination of the contract the contractor shall have to hand over the installation in good working condition.
9. The bidders should have office in Pune /PCMC area.
10. The contractor will have to change the position of baggage scanner (if required) as per directions given by PCNTDA.
11. If cable or any part in the system becomes faulty then it is contractor's responsibility to change/replace it.
12. The contractor shall have to attend complaint coming from PCNTDA within 24hrs.