

**BIDDING DOCUMENT FOR
PROCUREMENT OF
CONSULTANCY WORK**

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Tender inviting for appointment of consultants for preparing GAD and Junction Design at TriveniNagar square along with remaining Length of Spine Road.

AGREEMENT NO.

COMPETITIVE BIDDING

(CONSULTANCY WORKS)

NAME OF WORK : Tender inviting for appointment of consultants for preparing GAD and Junction Design at Triveni Nagar square along with remaining Length of Spine Road.

PERIOD OF SALE OF BIDDING DOCUMENT : FROM TO.....

TIME AND DATE OF PRE-BID CONFERENCE : DATE..... TIME..... HOURS.....

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE..... TIME..... HOURS.....

*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE..... TIME..... HOURS.....

*TIME AND DATE OF OPENING FINANCIAL BIDS : TO BE ANNOUNCED

PLACE OF OPENING OF BIDS : Office of the C.E.O. Pimpri Chinchwad New Town Development Authority Akurdi, Pune 411044

OFFICER INVITING BIDS : C.E.O. PCNTDA

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT AUTHORITY

NIGDI, PUNE 411 044

Tender inviting for appointment of consultants for preparing GAD and Junction Design at TriveniNagar square along with remaining Length of Spine Road.

AGREEMENT NO.

Date:

Bid No.:

1. The invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works.

TABLE

<u>Package No.</u>	<u>Name of work</u>	<u>Approximate value of work (Rs.)</u>	<u>Bid security (Rs.)*</u>	<u>Cost of document (Rs.)</u>	<u>Period of completion</u>
1	2	3	4	5	6
	Tender inviting for appointment of consultants for preparing GAD and Junction Design at TriveniNagar square along with remaining Length of Spine Road.	299900/-	6000/-	200/- +GST	1 Month

2. Bidding documents (and additional copies) may be purchased from the office of..C.E.O. from.....to..... , for a non-refundable fee as indicated, in the form of Demand Draft of any Scheduled bank payable at Pune in favour of C.E.O. Interested bidders may obtain further information at the same address. Bidding documents will be made available after payment of an amount of Rs.200 + GST in the office of undersigned Authority.
3. Bids must be accompanied by security of the amount specified for the work in the table, payable at..... and drawn in favour of.....Bid security will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 120 days beyond the validity of the bid.
4. Bids must be delivered toon or beforehours in on(date) and will be opened on the same day at..... hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
5. Other details can be seen in the bidding documents.

Signature of Authorised Officer

Note: Bid Security will be a fixed sum rounded off to the nearest ten thousand Rupees.

A. GENERAL CONDITIONS OF CONTRACT

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for the appointment of consultants for preparing GAD and Junction Design at Triveni Nagar square along with remaining Length of Spine Road.

(as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder! tenderer, bid! tender, bidding! tendering, etc.) are synonymous.

2. Source of Funds

2.1. The expenditure on this project will be PCNTDA 's own.

3. Eligible Bidders

3.1. This *Invitation for Bids* is open to all bidders as defined in the Appendix to ITB

3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. **All bidders shall include the following information and documents with their bids in Section 2:**

- (a) Copies of original documents defining the constitution or legal status, place of registration,
- (b) Total monetary value of consultancy work performed for last five years;
- (c) Experience in works of a similar nature and size for last five years,
- (d) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (e) Availability for this work of personnel with adequate experience.
- (f) Each bidder must produce copy of PAN card and GST registration.

5. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

6. **Site Visit**

The Bidder, at the Bidder's 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 shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

7. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

8. Bid Validity

Bids shall remain valid for a period not less than 45 days after the deadline date for bid submission.

9. Bid Security

9.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, in the amount as specified in the notice.

9.2 The Earnest Money shall be paid by Cheque or Demand Draft of nationalised bank in the name of Employer.

9.3 Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the Employer as non-responsive.

9.4 The Earnest Money of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period.

9.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

9.6 The Bid Security / Earnest Money will be forfeited:

- a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
- b) if the Bidder does not accept the correction of the bid price.
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. furnish the required Performance Security.

B. SUBMISSION OF BIDS

1. Sealing and Marking of Bids

The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked "ORIGINAL" and "COPY" shall contain within it two separate sealed envelopes marked "Technical Bid" and "Financial Bid" with additional markings as follows

- Original or Copy, as the case may be
- Technical Bid: To be opened on (date of Technical Bid opening) in the presence of Evaluation Committee.

- Financial Bid: Not to be opened except with the approval of Evaluation Committee

The inner, outer, and separate envelopes containing Technical and Financial Bids shall

- (a) be addressed to the Employer at the address given in Appendix
- (b) bear the identification as indicated in Appendix.

2. Deadline for Submission of the Bids

2.1. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

2.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

3. Late Bids

Any Bid received by the Employer after the deadline prescribed will be returned unopened to the bidder.

C. BID OPENING AND EVALUATION

1. Bid Opening

Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the bids received (except those received late) shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be substantially responsive shall be opened on a subsequent date, which will be notified to such bidders.

1.1. The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

1.2. Envelopes marked 'withdrawal' shall be opened and read. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

2. Within three or four days after the opening of the technical bids their evaluation will be taken up with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to clause 12.1 and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

3. The Employer shall inform the bidders, whose technical bid is found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of opening of financial bids.

4. At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 23.5 will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, any discount/rebate and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

5. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

6. Notification of Award and Signing of Agreement

6.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in; consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

6.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security.

6.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

6.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

7. Performance Security 7.1. Within **10 days** of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract: a bank guarantee in the form given in Section 8; or certified Cheque / Bank Draft as indicated in Appendix.

7.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer. Payable at Pimpri-Chinchwad

7.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 7.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

8. Payment and Security

The bidder shall submit the complete proposal to the Employer. The First and Final bill will be paid after sanctioning the proposal by competent authority i.e. Technical committee and Development Authority.

9. Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

10. Disputes :- If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review Expert within 10 days of the notification of the Engineer's decision.

Procedure for Disputes :- All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the work (whether during progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to the Engineer. If the Contractor within 21 days of reference is not satisfied with the decision or non-decision by Engineer, he should refer such dispute as stated below.

The Contractor in writing shall refer the dispute along with the decision / non-decision of the Engineer to the Chief Executive Officer of the Development Authority, Chief Executive Officer, offer its decision within 21 days of such reference .

11. Extension of the Intended Completion Date

The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

12. Tax :- The rates quoted by the Contractor shall be deemed to be inclusive of the sales, Central and State Governments, local bodies and authorities and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

13. Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

B. SCOPE OF SERVICES

- 1.** Conduct the following surveys for the purpose of data collection and analysis.
 - 1.1.** Traffic Surveys :- Proposed traffic survey locations should be identified during collection of data & be listed in the inception report. Survey locations should be identified to cover key junctions such as. T junctions, Roundabouts, congestion stretches.
 - 1.2.** Junction Design :- As part of the overall preliminary engineering of road network, the intersections have to be designed based on the designed based on the traffic Projections. Consultants has to identify best suitable warrants for major intersections in the study area including but not limited to signalised intersections, roundabouts, grade separated interchanges, etc. Consultants have to provide preliminary designs based on projected traffic for each of the development phases. Consultant should come out with innovative traffic management techniques that help in reducing cost of construction such as state of art area level traffic signaling system that increase the traffic handling capacity of intersections. Apart from the above, the consultant will also have to take up the following as a part of preliminary design report. Traffic circulation plan, utility relocation plan and layout of service road connections, acceleration/ deceleration and sheltered lanes. Overall Circulation and Traffic Management System for entire site.
- 2. Topographic surveys at key sections/junctions:**
 - 2.1.** The Consultant shall conduct Total station surveys to prepare base plans & Section of balance 330 meter road length or as actual.
 - 2.2.** The consultant shall prepare L- section of road and cross sections of road at 10 M interval by Autocad. After approval of Gradient of road by Executive Engineer, consultant shall prepare the quantity statement of various items of road work using autocad drawing. The same shall be submitted to the office in triplicate.
 - 3.** The consultant shall submit GAD of the road length showing all the details of the proposed road showing junction Design.

Letter of Acceptance
(Letterhead paper of the Employer)

..... (Date)

To

.....(Name and address of the Contractor)
.....
.....

Dear Sirs,

This is to notify you that your Bid datedfor execution of the (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees(.....) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders! is hereby accepted by our agency.

We accept / do not accept that..... be appointed as the Adjudicator", You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs.within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up toand sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected. ?

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

Issue of Notice to proceed with the work

(Letterhead of the Employer)

.....(Date)

To

.....(Name and address of the Contractor)
.....
.....

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1
and signing of the Contract for the construction
of
.....
.....at a Bid Price of
Rs.

You are hereby instructed to proceed with the execution of the said works in
accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized
to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made theday of.....
between.....(name and address of Employer)
[hereinafter called "the Employer]
and
(name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute
.....
(name and identification number of Contract) (hereinafter called "the Works") and the
Employer has accepted the Bid by the Contractor for the execution and completion of
such Works and the remedying of any defects therein , at a cost of
Rs.....
.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i) Letter of Acceptance
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid
 - iv) Condition of Contract: General and Special
 - v) Contract Data
 - vi) Additional condition
 - vii) Drawings
 - viii) Bill of Quantities and
 - ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal
of
was hereunto affixed in the presence of :

Signed, Sealed and Delivered by the
said
.....

in the presence of :

Binding Signature of Employer
Binding Signature of Contractor

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.....agree to abide by this bid for a period days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

.....
(Signed by an Authorised Officer of the Firm)

.....
Title of Officer

.....
Name of Firm

.....
DATE

Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

Chief Executive Officer

Pimpri Chinchwad New Town Development Authority.

Akurdi, Pune - 411044

Sub: Appointment of consultants for preparing GAD and Junction Design at TriveniNagar square along with remaining Length of Spine Road.

Dear Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Tender notice dated _____, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as follows:

1. Lump sum all-inclusive price of _____ [including all taxes, Amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual sub components of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 90 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidd

