

**STANDERD BIDDING DOCUMENT
OF CCTV AND OTHER SECURITY SYSTEM
PART I : COMPLETE BIDDING DOCUMENT**

PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT

AUTHORITY

AKURDI, PUNE 411 044

Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA

COMPETITIVE BIDDING

(Electrical Works)

NAME OF WORK	:	Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA	
PERIOD OF SALE OF BIDDING DOCUMENT	:	10.00 Hrs. to	16.55 Hrs.
TIME AND DATE OF PRE-BID CONFERENCE	:	NA	
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	16.55 Hrs.	
TIME AND DATE OF OPENING TECHNICAL BIDS	:	15.00 Hrs.	
TIME AND DATE OF OPENING FINANCIAL BIDS	:	TO BE ANNOUNCED	
PLACE OF OPENING OF BIDS	:	New admin Building of PCNTDA, Akurdi, Pune-44	
OFFICER INVITING BIDS	:	Chief Executive Officer, Pimpri Chinchwad New Town Development Authority, New Admin building, Near Akurdi railway Station, Akurdi, Pune - 411044	

INVITATION FOR BID
(IFB)

**PIMPRI-CHINCHWAD NEW TOWN DEVELOPMENT
AUTHORITY**

AKURDI, PUNE 411 044

**Providing comprehensive maintenance for CCTV and other security
system installed in new admin building of PCNTDA**

Date:

Bid No.:

1. The PCNTDA invites bids for the Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA. 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>Contract Period</u>
1	2	3	4	5	6
1	Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA.	17,22,000/-	35,000/-	590 (Including GST)	36 months

2. Bids must be submitted on or before **16.55 Hrs** and may be opened on at **15.00 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.

3. ~~A prebid meeting will be held onat..... hrs. at the office of..... to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.~~

4. Other details can be seen in the bidding documents.

Signature of Authorized Officer

SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

Table of Clauses

	Page No		Page No
		A. General	
1		Scope of Bid	19
2		Source of Funds	20
3		Eligible Bidders	21
4		Qualification of the Bidder	22
5		One Bid per Bidder	
6		Cost of Bidding	
7		Site visit	23
		B. Bidding Documents	24
8		Content of Bidding Document	25
9		Clarification of Bidding Document	26
10		Amendment of Bidding Documents	27
		C. Preparation of Bids	28
11		Language of Bid	29
12		Documents Comprising the bid	30
13		Bid prices	
14		Currencies of Bid and Payment	31
15		Bid Validity	32
16		Bid Security	33
17		Alternative Proposals by Bidders	34
18		Format and Signing of Bid	35
			36
			37
		D. Submission of Bids	
		Sealing and Marking of Bids	
		Deadline for Submission of Bids	
		Late Bids	
		Modification and Withdrawal of Bids	6
		E. Bid Opening and Evaluation	
		Bid Opening	
		Process to be Confidential	
		Clarification of Financial Bids	
		Examination of Bids and Determination of Responsiveness	
		Correction of Errors	
		Deleted	
		Evaluation and Comparison of Financial Bids	
		Deleted	
		F. Award of Contract	
		Award Criteria	
		Employer's Right to Accept any Bid and to Reject any or all bids	
		Notification of Award and Signing of Agreement	
		Performance Security	
		Advance Payment and Security	
		Dispute Review Expert	
		Corrupt or Fraudulent Practices	

A. GENERAL

1. Scope of Bid

1.1 The Employer (named in Appendix to ITB) invites bids for Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA for the period of three years (as defined in these documents and referred to as "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.

3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications.

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. Qualification of the Bidder

4.1. Deleted

4.2 Deleted.

4.3. 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, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Total monetary value of construction work performed for each of the last five years;

(c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;

(d) Major items of maintenance equipment proposed to carry out the Contract;

(e) Qualifications and experience of technical personnel proposed for Contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss

statements and auditor's reports for the past three years;

- (g) Deleted
- (h) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.
- (i) ~~Authority to seek references from the Bidder's bankers;~~
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) Deleted
- (l) Deleted
- (m) Last 5 years income tax returns.
- (n) All bidders are instructed to visit the site and check the CCTV and other security system before bid submission.

Bidder has to submit the undertaking that he has examined the CCTV and other security system at site and ready to do the maintenance of the CCTV and other security system

4.5. A. To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix to ITB .

- (a) Achieved a minimum annual financial turnover of Rs. 13,00,000/- (in all classes of works only) amount indicated in Appendix in anyone year
- (b) Satisfactorily completed single project (not less than 30% of contract value), as a prime contractor

(the similar work is as defined in Appendix to ITB)

B. Each bidder should further demonstrate:

- (a) Deleted
- (b) Qualified personnel with adequate experience as required to perform the work
- I Deleted

(d) Each bidder must produce: An affidavit on a Stamp Paper, duly attested from the Notary, that the information furnished with the bid documents is correct in all respects; and failure to submit the document as specified shall make the bid non-responsive.

C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.6. Sub-contractors' experience and resources shall not 'be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) above

4.7. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A*N*2 - B)$$

where

A = Maximum value of works executed in anyone year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next.....years (period of completion of the works for which bids are invited)

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*

4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1. 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.

7. Site Visit

7.1. 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.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	
2	Qualification Information, and other forms	I
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	
7	Bill of Quantities	III
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V
11	Other Conditions	VI
12	Scope of Work	VII

8.2. The Bid document is available on the web site www.mahatenders.gov.in. In this case the bidder will have to pay the cost of bid document as stated in Bid document and the payment shall be made by net banking payment gateway system. The bidder shall use the Digital Registration (identification) Key to obtain permission to make such payment.

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

9.2. **Pre-bid meeting** Deleted

10. **Amendment of Bidding Documents** Deleted

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid

12.1 The e-Bid submitted by the Bidder shall be in two separate parts:

Part I

This shall be named Technical Bid and shall comprise of:

(The tender shall be uploaded in two separate parts viz: (1) Technical Bid and (2) Financial Bid as stated in the bid document.)

a) TECHNICAL BID

The technical bid shall be uploaded as per the procedure with the following documents:

- i) Earnest Money Deposit by net banking system (Bid security).
- ii) Documents for Eligibility Criteria as stated in the bid document.
- iii) Copy of audited balance sheet and Bid Capacity duly certified by C.A. for F.Y. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20.
- iv) A list of works in hand and tendered for.
- v) Bid capacity duly certified by CA
- vi) Details of Technical personnel on the rolls of the tenderer giving details of experience and qualification of each of them and details of technical personnel to be appointed for this project along with bio-data duly signed by the person to be appointed.
- vii) Deleted
- viii) Deleted
- ix) Litigation History if any for last 5 years.
- x) Deleted
- xi) Evidence of access to financial resources along with name, address, telephone number fax number of the bidders banker along with name of contact person from the bank.
- xii) Deleted
- xiii) Deleted
- xiv) Deleted
- xv) Scan copy of Contractor Should be have Experience to Carryout same work.
- xvi) ~~The bidder should be licensed dealer of the product manufacturer. Authorization form (MAF) should be submitted.~~

- Note:**
1. All uploaded documents shall be in PDF format.
 2. The bidder shall in no case upload any document related to the financial bid in the technical bid format. The violation will result in disqualification of the bidder from the bidding process.
 3. The bidders shall upload the bid document in scanned PDF or any other format as the technical bid
 4. For bid documents downloaded from website, the payment should be made by gateway system.

Part II. It shall be named Financial Bid and shall comprise of:

b) FINANCIAL BID

The bidder should upload his financial offer in digital format as e-tendering by using the digital registration key. The Contractor shall quote for the work as per details given in the main tender and also based on the details of conditions, stipulation made by the department and as per bill of quantity, specification and corrigendum / addendum issued before last date of receipt of tender document. The tender / offer shall be unconditional. Conditional offer will be rejected summarily as non-responsive.

12. 2 Each part shall be separately considered.

12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids (IFB)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

13. Bid Prices

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2. Deleted

13.3. 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

13.4: The rates and prices quoted by the bidder are subject to Schedule-B & Annexure-A as attached.

14. Currencies of Bid and Payment

14.1. The rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3 Bid evaluation will be based on the bid prices

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, in the amount as shown in column 4 of the table of IFB.

16.2 The Earnest Money shall be paid by net banking gateway system by using digital registration key as stated in Appendix to ITB.

The bid security (EMD) will be converted in to Performance security (Security Deposit) at the time of agreement.

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

The Earnest Money of unsuccessful bidders will be returned after 28 days of issue of work order to successful bidder. ~~the end of the Bid validity period specified in Sub Clause 15.1.~~

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

The Bid Security / Earnest Money will be forfeited:

a) if the Bidder withdraws the Bid after its submission during the period of Bid validity;
if the Bidder does not accept the correction of the bid price, pursuant to Clause 27; or
in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; and/or Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

18.1 The Bidder shall upload one set of the bid comprising of the documents as described in Clause 12.

18.2 Deleted

18.3 Deleted

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1. Deleted

19.2. Deleted

19.3. Deleted

19.4. Deleted

20. Deadline for Submission of the Bids

20.1. Complete Bids (including Technical and Financial) must be submitted online before the date specified by the Employer 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 submitted upto the appointed time on the next working day.

20.2. 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.

21. Late Bids

Deleted

22. Modification and Withdrawal of Bids

Deleted

E. BID OPENING AND EVALUATION

23. 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.

23.1. 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.

~~23.1.1 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.~~

~~23.1.2 Bidder's names, withdrawals, 'modification of technical bid', the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the time of the opening.~~

23.2 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Employer at the opening as the Employer may consider appropriate, will announce the bidders' names and such other details.

23.3 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 23.1.

23.4 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.

23.5 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.

23.6 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 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.

23.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

24. Process to be Confidential

24.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

- (a) Meets the eligibility criteria defined in Clause 3 and 4;
- (b) Has been properly signed;
- (c) Is accompanied by the required securities and;
- (d) is substantially responsive to the requirements of the Bidding documents.

During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price' such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be

Rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6

28. Deleted

29. Evaluation and Comparison of Financial Bids

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27; or
- (b) making an appropriate adjustments for any other acceptable variations, deviations; and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4. The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

If offer quoted by contractor is 1% below then no additional 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.

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 – 411 044 in the form of Demand Draft towards " PERFORMANCE 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%

If offer quoted is more than 15% below of the cost put to tender, then Two times difference of amount which is more than 15% below, shall be payable in favour Pimpri Chinchwad New Town Development Authority, Akurdi, Pune – 411 044 in the form of Demand Draft towards " ADDITIONAL 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 19% below than -

- a) upto 10% below = 1%
 - b) 10% to 14% below (14-10 = 4) = 4%
 - c) From 14% to 19% below (19 – 14 = 5) = 5*2 = 10%
- Total Performance Security = (1+4+10) =15%

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

After opening of the financial envelope L1 bidder has to submit the above DD of additional performance security for unbalanced bid within 8 days from the opening of the financial envelope. If the L1 bidder fails to submit the DD then PCNTDA will ask L2 bidder. If L2 bidder agrees to work with lesser rate than L1 bidder then PCNTDA will continue the further process of bid with L2 bidder.

Successful bidder can submit the additional performance security in the form of bank guarantee which should be valid till agreement period + 60 days.

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

This additional performance security will be returned to contractor after successfully completing the work and after issuing the completion certificate by PCNTDA at the time of final bill.

29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

32. Employer's Right to accept any Bid and to reject any or all Bids

32.1. 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.

33. Notification of Award and Signing of Agreement

33.1. 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").

33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3. 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.

33.4. 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.

34. Performance Security

34.1. Within 8 days / as mentioned in the letter of Acceptance 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 2% of the Contract price a bank guarantee in the form given in Section 8; or certified Cheque / Bank Draft as indicated in Appendix.

34.2. 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 bank Payable at Pimpri-Chinchwad.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.4 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35 Advance Payment and Security

35.1. Deleted

36. Dispute Review Expert

36.1. Deleted

37. Corrupt or Fraudulent Practices

37.1. 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.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

APPENDIX to ITB

**Clause Reference
with respect to
Section-I.**

Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA.

1. Name of the Employer is : **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station,
Pune-411 044 .Tel :- 020-27652934, 27166000 Fax : 020-27652935** [Cl. 1.1]
2. The last five years audited balance sheet and Bid Capacity duly certified by C.A
2017 - 2018
2018 - 2019
2019 -2020
3. This annual financial turn over amount is Rs. 13.00 Lacks [Cl. 4.5A(a)]
Rs Thirteen lakhs only (in words)
4. Value of work is Rs. 17,22,000/- [Cl. 4.5A(b)]
Rupees Seventeen lakhs twenty two thousand only
5. Quantities of work are: NA [Cl. 4.5A(c)]
6. The cost of electric work is Rs. 17,22,000/- [Cl. 4.5A(d)]
Rupees Seventeen lakhs twenty two thousand only
7. Deleted
8. Liquid assets and/or availability of credit facilities is Nil [Cl. 4.5B(c)]
Rupees Nil

**Clause Reference
with respect to
Section-I.**

9. ~~Price level of the financial year 2017-18~~ [CI. 4.7]
10. ~~The pre bid meeting will take place at PCNTDA, Office, New Administrative Building, Akurdi, Pune 411044. [CI. 9.2.1]~~
~~(address of the venue) on(time and date)~~
11. The technical bid will be opened at - As Above
(address of the venue) on(time and date)
12. Address of the Employer **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station,**
Pune-411 044 .Tel :- 020-27652934, 27166000 Fax : 020-27652935 [CI. 4.5(a)]
13. Identification: [CI. 19.2(b)]
- Bid for(name of Contract)
 - Bid reference No.(insert number)
 - Do not open before..... (time and date)
14. The bid should be submitted latest by(date and time) [CI. 20.1(a)]
15. The bid will be opened at – As above [CI. 23.1]
(place) on (time and date).
16. The Bank Draft in favour of “CEO PCNTDA” (CI. 34.1)
payable at
17. Deleted
18. ~~Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)~~

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

[Attach]

1.2. Total value of Electrical work 20.....20B
work performed in the last five years** 20.....20
(in Rs. Lacks) 20.....20

1.3.1. Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years. **

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed

*Attach certificate(s) from the not below rank of Executive Engineer.

** immediately preceding the financial year in which bids are received.

B Attach certificate from Chartered Accountant.

#1.3.2. Deleted

1.4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works*remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

**Attach certificate from the not below rank of Executive Engineer.*

@The item of work for which data is requested should tally with that specified in ITB clause 4.5A(c).

*** immediately preceding the financial year in which bids are received.*

Delete. if prequalification has been carried out

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5. Deleted

1.6. Deleted

1.7. Proposed sub-contracts and firms involved. [Refer **ITB** Clause 4.3 (k)]

Deleted

~~Attach copies of certificates on possession of valid license for executing water supply / sanitary work / building electrification works [Reference Clause 4.5(d) & Clause 4.5 (e)]~~

1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit. etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved by each party		Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

1.13. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 &4.3 (I)]

~~1.14. Programme~~

~~1.15. Quality Assurance Programme~~

2. Deleted

Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

(i) Affidavit

(ii) Undertaking

***(iii) Update of original pre qualification application

***(iv) Copy of original pre qualification application

*** (v) Copy of pre qualification letter

* Delete, if pre qualification has been carried out

** Fill the Name of Consultant.

*** Delete, if pre qualification has not been carried out.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR
AVAILABILITY OF CREDIT FACILITIES**

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that *M/s*..... is a reputed company with a good financial standing.

If the contract for the work, namelyis awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

(Not required for works costing less than Rs.1.50 Crore)

(On Rs. 500/- Stamp Paper)

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm *M/s*.....have abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department /Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.
.....would invest a
minimum cash up to 25% of the value of the work during implementation of the
Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Conditions of Contract

Table of Contents

A. General	Page No.	C. Quality Control	Page No.
1. Definitions		33. Identifying Defects	
2. Interpretation		34. Tests	
3. Language and Law		35. Correction of Defects	
4. Engineer's Decisions		36. Uncorrected Defects	
5. Delegation			
6. Communications		D. Cost Control	
7. Sub-contracting		37. Bill of Quantities	
8. Other Contractors		38. Changes in the Quantities	
9. Personnel		39. Variations	
10. Employer's & Contractor's Risks		40. Payments for Variations	
11. Employer's Risks		41. Cash Flow Forecasts Contractor's Risks	
		42. Payment Certificates	
13. Insurance		43. Payments	
14. Site Investigation Reports		44. Compensation Events	
15. Queries about the Contract Data		45. Tax	
16. Contractor to Construct the Works		46. Currencies	
17. The Works to be completed by		47. Price Adjustment & the Intended Completion Date	
		48. Retention	
18. Approval by the Engineer		49. Liquidated Damages	
19. Safety			
		50. Bonus	
20. Discoveries		51. Advance Payment	
21. Possession of the Site		52. Securities	
22. Access to the Site		53. Deleted	
23. Instructions		54. Cost of Repairs	
24. Disputes			
25. Procedure for Disputes		E. Finishing the Contract	
26. Replacement of Dispute Review Expert		55. Completion	
		56. Taking Over	
B. Time Control		57. Final Account	
27. Programme Manuals		58. Operating and Maintenance	
28. Extension of the Intended Completion Date			
29. Deleted		59. Termination	
30. Delays Ordered by the Engineer		60. Payment upon Termination	
31. Management Meetings		61. Property	
32. Early Warning		62. Release from Performance	
		F. Special Conditions of Contract	

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The Contract Data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The Annual maintenance contract (AMC) means the work to be performed to maintain the system in working condition throughout the contract period under the contract between the employer and the related firm.

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

A "Rs." **Rupees** The official currency of the Republic of India.

"**CSD**" shall mean Common Set of Deviation. The amendment /addendum /clarifications / addition / deletion / modification / correction means information provided by the PCNTDA related to queries or its own there to facilitate to the tenderer.

Days are calendar days; months are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the, Works. The expression “**Department/Client/Owner/Employer**” as used in the tender papers shall mean Pimpri Chinchwad New Town Dev. Authority, Nigdi.

“**Chief Executive Officer**” as used anywhere in the tender papers shall mean “Chief Executive Officer” of the Pimpri Chinchwad New Town Dev. Authority, Nigdi who is designated as such for the time being in whose jurisdiction the work lies or the officer to whom the function of the Chief Executive Officer may be subsequently transferred.

“**Chief Executive Officer’s representative**” shall mean an assistant of the Chief Executive Officer notified in writing to the Contractor by the Chief Executive Officer.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“Urgent works” shall mean any measures, which in the opinion of the Engineer, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

“Drawing” shall mean the drawings referred to in specifications and any modifications of such drawings approved in writing by engineers and such other drawings as may from time to time be furnished or approved

Utility shall mean the services provided for the public.

2. Interpretation

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1. The language of the Contract and the law governing the Contract are stated in the Contract Data.

A “**Language**” Correspondence language should be only Marathi & English.

4. Engineer's Decisions

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

Deleted

8. Other Contractors

8.1. The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Contract Data. If the personal stated in the contract data are not deployed on site by the contractor, it will be treated as breach of contract and action will be taken

9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) Loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5. Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1. The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion Date

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4. The Contractor at his own cost shall obtain approval of third parties to the design of the Temporary Works where required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1. The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1. The Employer shall give complete possession / partial possessions of the Site to the Contractor from the date of signing of agreement.

22. Access to the Site

22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

24.1. Dispute resolution will be as per Cl. 25 below.

25. Procedure for Disputes

25.1. 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 .

If the contractor is not satisfied with the decision of Chief Executive Officer of the Development Authority, he may refer the dispute to the Development Authority (D.A) committee headed by the Chairman with the members. This D.A. committee shall hear the dispute from contractor, the Engineer and the Chief Executive Officer, The D.A. committee may give the final decision on such dispute within 60 days of such hearing. The decision of the D A committee is final and binding on the contractor and the Engineer.

26. Replacement of Dispute Review Expert

26.1. Deleted

B. TIME CONTROL

27. Programme

Deleted

28. Extension of the Intended Completion Date

Deleted

29. Deleted

30. Delays Ordered by the Engineer

Deleted

31. Management Meetings

Deleted

32. Early Warning

Deleted

C. QUALITY CONTROL

33. Identifying Defects

33.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect

34. Tests

34.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

35. Correction of Defects

35.1. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.

36. Uncorrected Defects

36.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities deleted

39. Variations deleted

40. Payments for Variations deleted

41. Cash Flow Forecasts deleted

42. Payment Certificates deleted

Deleted

43. Payments

43.1. Payments shall be adjusted for deductions for advance payments, ~~retention~~, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

43.2. Deleted

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1. Deleted

44.2. Deleted

44.3. Deleted

44.4. Deleted

45. Tax

45.1, 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, GST 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,

46. Currencies

46.1, All payments shall be made in Indian Rupees.

47. Price Adjustment

~~Deleted .~~

48. — Retention

~~48.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.~~

~~48.2. Deleted~~

~~48.3. On completion of the whole works, the contractor may substitute retention money with an "on-demand" Bank guarantee.~~

49. Liquidated Damages

49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any over payment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

49.4. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking - Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the

proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Bonus

50.1. Deleted

51. Advance Payment

51.1. Deleted

51.2. Deleted

51.3. Deleted

51.4. Secured Advance

Deleted

52. Securities

52.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of contract Period.

53. Deleted

54. Cost of Repairs

54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

57.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of agreement period. The Engineer shall issue a completion Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. **If** it is not, the Engineer shall issue within 56 days a schedule that

states the scope of the corrections or additions that are necessary. **If** the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data. The Engineer shall modify the maintenance manuals if required and approve within 15 days of such submission by contractor.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

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

59.2. Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

~~—(b) if the Contractor fails to set up a field laboratory with the prescribed equipment, within 15 days of the work order~~

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a security which is required;

~~—(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and~~

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among

Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

(i) any other fundamental breaches as specified in the Contract Data.

59.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe, clean and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

61.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923 :-The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.P and Miscellaneous Provision Act 1952:The Act Provides for monthly contributions by the employer plus workers @ 10%or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.P. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951:-The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment.
Construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

Payment of Bonus Act 1965 :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/ -per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946 :-It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to *SO*). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926 :- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing,

medical aid, travelling expenses from home upto the establishment and back, etc.

0) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. ARBITRATION

Deleted.

SECTION 4
CONTRACT DATA

CONTRACT DATA

Clause Reference
with respect
to section 3

Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA.

Items marked "N/A" do not apply in this Contract.

1. The Employer is [Cl. 1.1]
Name: **Pimpri chinchwad New Town Development Authority**
Address: **New Administrative Building, Near Akurdi Railway station, Pune-411 044 .Tel :- 020-27652934 ,27166000 Fax : 020-27652935**
Name of authorized Representative (Will be intimated later)
2. The Engineer is Executive Engineer Electrical
Name of Authorized Representative:
3. The Start Date shall be work order date for the work [Cl.1.1]
4. The Site is located at **New Administrative Building, Near Akurdi Railway station, Pune-411 044** [Cl. 1.1]
5. The name and identification number of the Contract is: [Cl. 1.1]
6. The works consist of as mentioned in scope of work [Cl. 1.1]

The CCTV and other security system are installed in new admin building of PCNTDA. The scope of work includes the comprehensive maintenance of the CCTV and other allied system.

Detailed scope of work is mentioned in Section VII - Scope of work.

10. The following documents also form part of the Contract: [Cl. 2.3(9)]
 - 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.

11. The law which applies to the Contract is the law of Union of India

law of Jurisdiction, Pimpri Chinchwad, Pune. [Cl .3.1]

12. The language of the Contract documents is English [Cl. 3.1]

For Correspondence Language English and Marathi.

13. Limit of subcontracting NA [Cl. 7.1]

14. The Schedule of Other Contractors [Cl. 8]

15. The Schedule of Key Personnel As per Annex-II to Section I [Cl. 9]

16. The minimum insurance cover for physical property, injury and death [Cl. 13] is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

17. Site investigation report [Cl.14]

18. The Site Possession Dates shall be date of the work order. [Cl. 21]

19. Deleted.

20. Deleted.

21. Deleted.

22. Deleted. [Cl. 27.3]

23. Deleted.

24. Deleted.

25. The currency of the Contract is Indian Rupees. [Cl. 46]

26 . Price Variation :

Deleted.

(NO Price Variation will be given as this project is having 100 % finance available.)

~~27. The proportion of payments retained (retention money) shall be 6% [Cl. 48]
from each bill subject to a maximum of 5% of final contract price.~~

28. Amount of liquidated damages for For Whole of work [Cl. 49]
delay in completion of works (1/20000)th of the Initial
Contract Price, rounded off to the nearest Thousand, per day.

29. Maximum limit of liquidated 10 per cent of the [Cl. 49]
damages for delay in completion of work Initial Contract Price
rounded off to the nearest thousand.

30. Deleted.

31. Deleted.

32. Deleted.

33 Deleted.

34. Deleted.

35. The Securities shall be for the following minimum amounts equivalent as a
percentage of the Contract Price: [CCI.52]
Performance Security for 2 per cent of contract price plus as additional security
in terms of **ITB** Clause 29.5.
(to be decided after evaluation of the bid)

The standard form of Performance Security acceptable to the Employer
shall be an unconditional Bank Guarantee of the type as presented in
Section 8 of the Bidding Documents.

36. Deleted

37. Deleted

38. Deleted

~~39. The following events shall also be fundamental breach of contract: [CCI.59.2]
"The Contractor has contravened Sub clause 7.1 and Clause 9 of GCC."~~

~~40. The percentage to apply to the value of the work not completed [3, Cl. 60]
representing the Employer's additional cost for completing the Works
shall be 20 per cent.~~

SECTION 5
TECHNICAL SPECIFICATIONS

SECTION 6
FORM OF BID

FORM OF BID

Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA.

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda at above % / below % the estimated amount.

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of *..... days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this,..... day of20.....

Signature.....in the capacity of.....
duly authorized to sign bids for and on behalf of.....
.....

(in block capitals or typed)

Address

.....
.....

Witness

.....
.....

Address

.....
.....

Occupation

.....
.....

SECTION 7
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification of State PWD.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting' or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

Name of work: Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA.

Schedule - B

Sr. No.	Qty	Item Description	UOM	Rate per Year		Amount
				In Figure	In Words	
1	6	Providing comprehensive maintenance for CCTV and other security system installed in new admin building of PCNTDA. 1) Honewell 16 CH DVR – 2 No. 2) Hikvision 04 CH DVR- 1 No. 3) 1 TB SATA HDD-4 No. 4) 500 GB SATA HDD – 1 No. 5) Honewell PTZ – 5 No. 6) Honewell Dome Camera- 27 No. 7) LG 26" Monitor- 1 No. 8) Panasonic 32" TV Monitor -3 No. 9) 12 V DC/5A Power supply Unit-9 No. 10) 24 V AC PTZ Power supply Unit- 5 No. 11) HD IP Box Cameras – 43 No. 12) HD IP PTZ Camera – 11 No. 13) POE Switch 24 Ports – 13 No. 14) NVR 64 Channels – 1 No. 15) Monitor LCD, 40 Inches – 1 No.	Semister	181307	Rs. One lakh thirteen thousand seven only	1087842
2	6	A) DFMD (Metal Detector System) a) Godrej - (Elektral DFMD) – 4 No. B) HHMD (Metal Detector System) – 5 No.	Semister	53277	Rs. Fifty three Thousand two hundred seventy seven only	319662
3	6	Boom Barrier Magnetic 50 MTRS Boom Barrier- 2 No.	Semister	34657	Rs. Thirty four thousand six hundred fifty seven only	207942
4	6	Turn Stile a) Full Hight Turn stile	Semister	17759	Rs. Seventeen thousand seven hundred fifty nine only	106554

Note:

1. Deleted

~~2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1]~~

3. Deleted

4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].

5. For Section VI - Contractor shall not depend on whatever he has quoted rate in his offer. Payment shall be done at the rate given under this item only after producing documentary evidence.

For Section VII - Paying or not paying to the Contractor shall not depend on whatever he has quoted rate in his offer . Payment / not payment shall be done at the rate given under this item only. Any complication arising out payment and or non-payment shall be contractor's responsibility.

Mode of payment will be as below

Proportionate payment will be made after every 6 months (semester basis)

SECTION 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS,[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated[date] for the construction of..... [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We [name of Bank] of..... [name of country] having our registered office at(herein after called "the Bank") are bound unto[name of Employer] (herein after called "the Employer") in the sum of* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of, 20.....

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders: or

(c) does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE

WITNESS..... SEAL.....

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

..... [name of Employer]
.....[address of Employer]
.....

WHEREAS [.....name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. dated..... to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee] *(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor
Name of Bank

Address

Date.....

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

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

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

SECTION 9
DRAWINGS

SECTION 10
DOCUMENTS TO BE FURNISHED BY BIDDER

Appendix –B

Addendum of General Condition of Contract

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 11

Volume VI

Scope of work and other conditions

Other Conditions

1. All the electrical work should be carried out by the authorized electrical contractor of appropriate class

1.1 Service conditions: Equipment/Material offered shall be entirely satisfactory for operation under the following tropical conditions.

- (i) Humidity 12% and 100%.
- (ii) Maximum is ocorennic level 1-40 thunder stormy day per year.
- (iii) Maximum temperature in shade 450c.
- (iv) Minimum temperature thunder in shade 4.50c.
- (v) Maximum temperature under Sun. 710c.
- (vi) Altitude above mean and sea level up to 1000 meters.

1.2 Materials and workmanship: All the materials shall be of the highest class and shall be capable of satisfactory operation in the tropics under service conditions indicated in para 1.1 without distortions or deterioration No welding, filling or plugging, or defective parts shall be permitted, unless otherwise specified, they shall confirm to the requirements of the appropriate covering Indian, British, or American Standards. Where a standard specification covering the materials in question has not been published, the standard of American Society for testing or material should be followed after confirming from PCNTDA.

4.1 Interchange ability: All similar materials and removable parts of similar equipment shall be inter-chargeable with each other.

7.1 Inspection: The authorized representative of the Authority shall have access to the successful tenderer's or his sub-contractors works at any time during working hours for testing any selected samples from the materials going into the equipment's. The successful tender of his sub-contract shall furnish facilities for testing, such samples at any time where specified the final shop test shall be conducted in the presence of the Authority representative who will be deputed for the purpose in such cases not less than 30 days from notice should be given to the Authority, giving the programmer for the final tests & the goods should not be dispatched till such inspection is conducted or waived in writing.

8.1 Test and test Certificates: In addition to the test as per I.S.I. Standards the Authority reserves the right to have any other responsible test carried out at the expense of the contractor at the manufacturer's premises. The authority shall be supplied with three copies of the results of all tests carried out on the equipment.

9.1 Guarantees: The successful tenderer shall guarantee among other things the following:

1. Quality & strength of material used.
2. Safe electrical & mechanical stresses shall on all parts of the equipment under special conditions for operations.
3. The material and workmanship shall be guaranteed for satisfactory operation for a period of at least Five year from the date of commissioning.
4. Performance figure specified by the tenderer in the schedule of guaranteed particulars.

12.4 All Electrical works shall be carried out as per relevant Bureau of Indian Standards and Specifications, similarly, the method of construction shall be as per P.W.D. Hand Book for Electrical Works / MSEDCL approved method of construction

SPECIAL CONDITIONS OF CONTRACT (SSC) AND TECHNICAL SPECIFICATIONS

1. Scope of work & maintenance schedule.

The maintenance agency (contractor) shall be solely responsible for the day to day maintenance of – C.C.T.V. AND SECURITY SYSTEM as per Complete scope of work & maintenance schedule 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 Schedule B would be the responsibility of the Agency. All major material (consumable, tools & tackles, log books & stationary, etc which are not in the scope of this work. Nothing extra shall be paid on account of above consumables & small tools & plants required of the work.
3. The agency will promptly inform PCNTDA as soon as occurrence of any major defect in these systems so that the latter can take advance action towards its rectifications & procurements of any material required for that purpose.
4. The agency shall provide proper dress code to the engaged employees with mane badge, 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 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 entrained.
8. 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.
9. The bidder shall strictly observe all rules, regulation and labor laws applicable and make the necessary compliance/s.
10. All personnel employed by the bidder shall be medically fit and having good health.
11. The agency has to issue photo identity card for all working employees deputed for maintenance work at this complex.
12. In case the agency fails to abide by any of the conditions a financial penalty of Rs.500/- per every default as decided by PCNTDA management will be imposed.
13. The agency should depute a supervisor in the maintenance office for coordination with PCNTDA & their maintenance team for smooth functioning of maintenance work.

14. 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/in-charge specifying the satisfactory
 - b) Computerized printed final bill.
 - c) No claim certificate by the contractor.
16. The AMC for CCTV & Security system (Comprehensive) in admin building at PCNTDA, Akurdi, is 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 with same rate.
17. 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 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.
18. The servicing of the system shall be done as per Sch B for smooth functioning of system.
19. 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.
20. The firm shall depute one qualified engineer/Supervisor 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 PCNTDA. The firm shall submit a list of person deployed for the work.
21. The engineer / Supervisor or his representative shall have access to installation during all hours.
22. Department shall be in no way be involved in any dispute of whatever kind between the contractor & the staff engaged by him.
23. 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.
24. The contractor undertaking the job is advised to verify the particular and detailed in annexure & satisfy itself as regards to the condtions & quantity. On termination of the contract the contractor shall have to hand over the installation in good working condition.
25. The bidders should have office in Pune / PCMC area.
26. The contractor will have to change the position of cameras / any system (if required) as per directions given by PCNTDA.
27. If cable or any part in the system becomes faulty then it is contractor's responsibility to change/replace it. The contractor should have to maintain the monthly back up of C.C.T.V. in hard disc of suitable capacity.
28. The contractor shall have to attain complaint coming from PCNTDA within 24 hrs.
29. The contractor should give the stand by camera or other equipment when the repairing time is more than 48 hours.

30. The bidder should submit concern OEMs authorization as per the existing makes of camera, NVR, Manageable Switches at the concern site of the concern site of the tenders related to comprehensive. Annual Maintenance of CCTV system regarding spare part, software & overall technical support.

31. PWD Electrical License is not mandatory for CCTV works.

Check list :-

CCTV :-

- The testing & re adjustment of focus & video levels on all cameras.
- Testing of external camera housing including DE-misters where appropriate.
- Checking of all mechanical fixing, brackets, towers & PTZ functions where appropriate.
- Cleaning off all camera lenses & housings where appropriate.
- Report on any temporary obscuring of camera images e.g. growing trees & brushes.
- Test all photocells & infrared lamps for correct operation.
- Clean all video display monitors with anti static solution.
- Adjust video time & date display as requires & check equipment settings.
- Carry out test reviewing of recording & advice on best practice.
- Check video data connections between all control equipment re-terminate & crimps as required.
- Test all remote video transmission equipment, ensuring correct operation.
- Test all remote video transmission equipment, ensuring correct operation.
- Always keep in working Condition

DEMD :-

- Checking done by power.
- Checked by memory full.
- People quantity is checked.
- Checked by battery power.
- Checking done by power location.
- Always keep in working Condition

BOOM BARRIERS :-

- Checking of electrical connection, between all control equipment re-terminate & crimp as required.
- Checked by motor gear.
- Checked by level up & down.
- Checking vibration level.
- Checking done by the proper location.
- Auto Switch Checking.
- Motherboard dust cleaning
- Motor gear oiling & greasing.
- Always keep in working Condition

FULL HEIGHT TURNSTILES :-

- Checking For mechanism level.
- Checking stud rod level.
- Checking machine mechanism oiling & greasing.
- Always keep in working Condition

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s.
..... has inspected the CCTV and other security systems installed in new admin building of PCNTDA. We have carefully examined the CCTV and other security systems and we are aware about the working condition of the CCTV and other security systems. After examination of CCTV and other security systems we are ready to do the AMC of the CCTV and other security systems.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE