## INDIAN INSTITUTE OF CHEMICAL BIOLOGY 4, RAJA S.C.MULLICK ROAD, KOLKATA – 700 032

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH NEW DELHI)

# TENDER FOR ESTABLISHMENT OF CCTV SYSTEM FOR NEW CAMPUS OF CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY AT SALT LAKE, KOLKATA

VOLUME – II

# NOTICE INVITING TENDER & GENERAL INSTRUCTION TO BIDDERS

**FEBRUARY 2013** 



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Tender No. – Admn.26(198)/2012

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## ESTABLISHMENT OF CCTV SYSTEM

## FOR NEW CAMPUS OF IICB AT SALT LAKE KOLKATA

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## ESTABLISHMENT OF CCTV SYSTEM

## FOR NEW CAMPUS OF IICB AT SALT LAKE KOLKATA

## A. NOTICE INVITING TENDERS

- 1.1 Tenders are hereby invited for the establishment of CCTV System for New Campus of IICB at Salt Lake, Kolkata from eligible firms for which advertisement published in local & all India Newspapers on 11<sup>th</sup> February, 2013.
- 1.2 Estimated Cost is **Rs.38.00 Lakhs** (Rupees Thirty Eight Lakhs only) based on specification as well as current market rate.
- 1.3 Time for carrying out the total work will be **Three Calendar Months** from the date of commencement and the date of commencement shall be reckoned from the tenth day of issue of award letter.
- **1.4** Complete contract documents to be complied with by the tenderer whose tender may be accepted can be seen at the office of the Deputy General Manager (Civil), HSCC (I) Ltd, E6 (A), Block-E, Sector-I, Noida (UP)- 201301.
- **1.5** Tenders should be on the specified form (Non transferable).
- 1.6 Tenders should be submitted with the documents as per NIT along with the Earnest Money in three separate sealed covers superscribed with the name of the work, date and time of opening written on all the four inner and outer envelopes. They will be **received up to 3.00 P.M. on 06.03.2013 & will be opened at 3.30 PM on the same day in the office of the** Deputy General Manager (Civil), HSCC (I) Ltd, E6 (A), Block-E, Sector-I, Noida (UP) 201301. Tender should be dropped in the tender box **at Reception of HSCC** before the closing date and time indicated. In case these are sent by post these should be sent by Registered Post / Speed post addressed to the Deputy General Manager (Civil), HSCC (I) Ltd, E6 (A), Block-E, Sector-I, Noida (UP) 201301. Tenderers are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated.
- 1.7 The Earnest Money amounting to **Rs.76,000/- (Rupees Seventy Six Thousand only)** as per clause 12.0 of General Instructions to Bidders, Volume-II should accompany the tender. Tenders received without earnest money will be invalid.

The earnest money deposit, Prequalification document, Tender documents, Schedule of Quantities shall be placed in three separate sealed envelopes each marked "Prequalification document & Earnest Money" (Envelope-No.1), Tender documents Vol II, III, IV, V, (Envelope No.2) and Schedule of Quantities Vol – VI (Envelope No. 3) respectively. All the envelopes shall be submitted together in another sealed envelope. The envelopes marked "Envelope No.2 & 3, "of only those tenderers shall be opened, whose earnest money deposit placed in Envelope No.1 is found to be in order and who are pre-qualified.

- 1.8 The **Employer** does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
- 1.9 Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
- 1.10 The tenderer shall not be permitted to tender for works in the concerned unit of CSIR and HSCC in which a relative is posted in the level between Controller of Administration or administrative head and Junior Engineer (Both inclusive) or equivalent level. He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and whom relatives are as mentioned above.

**NOTE:** A person shall be deemed to be a relative of another if, and only if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Son's daughter, Son's daughter's husband, Brother ( including step brother), Brother's wife, Sister (including step sister), Sister's husband.

- 1.11 Tender submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
- 1.12 The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and writes in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:
  - (i) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer, shall be taken as correct.
  - (ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.
  - (iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 1.13 The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.

- 1.14 Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the **Employer** in any circumstances.
- 1.15 Earnest money will be forfeited if the contractor fails to commence the work as per letter of award. If any tenderer withdraws this tender within the validity period or makes any modification in terms and conditions of the tender which are not acceptable to the Department, then CSIR / IICB shall without prejudice to any right or remedy, be a liberty to forfeit 50 % (fifty percent) of the Earnest Money absolutely.
- **1.16** Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
- 1.17 Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.
  - a) **DEFECTS LIABILITY PERIOD:** Twelve months from the date of completion as certified by the employer.
  - b) MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE : Rs.
    10 Lakhs Intermediate certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.
- c) SECURITY DEPOSIT: A sum @ 10 % of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5 % of the tendered value of the work. In addition, the contractor shall be requested to deposit an amount equal to 5 % of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.
- d) COMPENSATION: Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every week that the work remains

uncommented or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement.

- 1.18 Clauses No. 28 of conditions of contract i.e. "ESCALATION" will not be applicable in this contract since the duration of contract is 03 months.
- 1.19 Purchase preference will be given to Central Public Sector Enterprise (CPSE) for award of works costing between Rs.5 crores to Rs.100 crores as per provisions contained in para 20.10.9 in CPWD Manual 2003 and OM No.DPE/13(12)/2003-Fin Vol.II dated 18.07.05 issued by department of Public Sector Enterprise, Government of India.
- 1.20 Asbestos in any form shall not be used in any work related to the Project.

## **B. GENERAL INSTRUCTIONS TO BIDDERS**

## 1.1 Description of Works

The site for Development of New Campus for Indian Institute of Chemical Biology, Salt Lake, Kolkata is located in Sector V of Salt Lake City, under the NABADIGANTA Municipality, Salt Lake, Kolkata, West Bengal in a plot measuring about 4 acres. The plot abuts roads on three sides. On the east across the road is National Test House, on the north across the road is Chemical Bio-Tech Laboratory, and on the west is the Rotary Shankar Netralaya. The Scope of work include Supply, Installation, Testing and Commissioning of CCTV system.

## Establishment of CCTV system at IICB, Salt Lake campus, Kolkata

## Introduction

At its new upcoming campus at Salt Lake, IICB, wishes to setup a State-of-the-Art, high performance, fault-tolerant and highly available CCTV System products and latest, open standards based technology, high quality services and workmanship.

There will be two buildings – Building – 'CF Block' has G+3 floors while building ' RL Block' located approximately 70 meters away has G+3 floors.

## Scope of Work

Supply, installation, testing and commissioning of CCTV system as per Schedule of Quantity and Technical specification.

## **1.0 Payment Terms:**

80% of supply order value will be paid against delivery of materials and inspection at site. Remaining 20% of supply order value will be paid against project completion and issue of FAT (Final Acceptance Certificate). 100% payment of services will be paid against completion of job and issue of job completion certificate.

## 2.0 Final Acceptance Test (FAT) :

After successfully commissioning of the system, final acceptance tests shall be undertaken for a period of one week for integrated operation of the CCTV system with overall uptime efficiency of 98.5%. The Vendor in the presence of the purchaser shall carry out the final acceptance test.

All the equipment, hard ware & network shall operate up to 24 hrs. a day for 7 consecutive days.

#### **3.0** Completeness

Any equipment, materials or supplies which may not be specifically mentioned, but are necessary for carrying out the contract work shall be in the scope of the Vendor and the systems must be complete in all respects.

#### 4.0 Force Majeure

The vendor shall not be liable for forfeiture of its bid security, performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises the Vendor shall forthwith notify IICB in writing of such conditions and cause thereof.

Unless otherwise directed by IICB in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all alternative means for performance not prevented by the Force Majeure event.

#### 5.0 Warrantee:

One year warranty shall be from the date of passing of successful acceptance test.

**6.0** The contractor shall provide complete documentation covering the installation and maintenance of the CCVT system including cabling.

#### 7.0 Tools and tackles

The Vendor shall bring all special installation/maintenance tools, tackles and testing equipment required to install, commission and maintain the system.

All documents, instruction manuals etc. shall be in English language.

#### 8.0 The successful Vendor shall submit the following documents.

- Bill of Material and item wise compliance
- Equipment specification supported with manufacture's catalogue
- Schematic drawings and detailed plan of execution with in two weeks from placement of order

# 8.1 The following hardware and software manuals shall be furnished both in CD and hardcopies by successful Vendor.

- Hardware installation manuals for individual equipment.
- Reference manuals for individual equipment.
- User & reference manuals for software.
- Training documents
- Licenses
- 8.2 As built drawings in three copies.
- 9.0 Information /data /drawings to be furnished by the Vendor along with the tender
- 9.1 Details of network and hardware offered (supported by trade catalogues)
- 9.2 Clause wise compliance of all the clauses.
- 9.3 List of deviations from the Technical Specification, if any, with reasons thereof.

## Additional specific terms of the contract for establishment of CCTV System at IICB,

- a) Bidder/Service provider/Integrator should provide complete technical compliances for each of the products. Deviations of technical features and specification mentioned in this tender document should not be considered and if considered IICB shall not liable for any technical problems may arise during installation, commissioning, implementation and execution of the CCTV system at IICB salt lake campus.
- b) All cameras and DVRs proposed herein shall be from the same make (Honeywell/Panasonic/Sony/Bosch).
- c) Bidder/Service provider/Integrator sole responsible for all the maintenance support of all the items supplied and installed for the period of one year from the date of commissioning and handing over of all the items.
- d) Price shall be inclusive of all statutory taxes, duties, levies and charges up to supply, inspection and installation. Prices shall be firm. No escalation on any account whatsoever shall be payable. The bidder/service provider/integrator will be entirely responsible for all taxes, duties, licenses, fees, octroi, road permit fee etc. in connection with delivery of the items at site including taxes and levies to be charged in connection with local transportation and incidental services and commissioning.
- e) After award of work, in case the quoted model(s) are out-dated and new upgraded model introduce in the market then service provider shall supply the latest upgraded model without any extra charges.
- f) Service provider/System Integrator has to provide the plan, design and site preparation as per requirement and as directed to the satisfaction of engineer and as per terms of the technical specifications.
- g) A detailed shop drawings indicating line diagram, route diagram showing details of laying underground, overhead or under wall cables showing details of cable, cameras, joint etc. complete in all respect to be submitted to engineer for approval before ordering any items & start of execution work within 15 days of award of work. The design if required will be revised as per direction of engineer before approval.

- h) The Service provider/System Integrator is responsible for all unpacking, assembling, wiring, installation, cabling between equipment and components and connection to power supplies etc. The supplier will test all Systems operations and perform all the necessary setup, configuration and customization for successful operation of the CCTV System at IICB, salt lake campus.
- i) The CCTV System will be accepted only when authorized person from the IICB, Kolkata has given satisfactory performance report of the installation.

During the one year maintenance support, service provider should attain the breakdown call and make all efforts to rectify faults related to failure of hardware/software/network at the IICB with minimum possible time and maximum up to 24 hours from the time of reporting of fault.

CCTV System up time should be continuous throughout the warranty period covering 24x7 without fail as decided by the IICB and as per their requirements.

j) Inspection – The inspection shall be carried out by authorized representative.

Client/Purchaser have the right to inspect and/or to test the material to confirm their conformity with the contract and in case any inspected/tested goods fail to perform to the specifications, the client may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications free of cost to the Client/purchaser.

All the terms and conditions, undertakings of PQ documents (Volume –I) submitted along with tender and under which the agency has been pre qualified for this work will have to be strictly followed. Same shall be treated as part of this tender documents in addition to other terms and conditions of the tender documents.

 k) The bidder should provide the standard technical literature (not photocopies) on the subject offered with dealership certificate of the offered product(s). The offers which do not meet the NIT required technical specifications will be summarily rejected, from any further consideration. The bidder has to provide the details Bill of Materials (BOM)

## 1.2 Employer

Employer shall mean the **Director-General**, **Council of Scientific & Industrial Research**, **New Delhi** or any office authorized by Director General for the purpose.

## 1.3 Engineer

Engineer shall mean the engineer designated by the employer to superintendent and perform other duties as indicated in the contract. Employer has designated HSCC (India) Ltd. as engineer to superintendent and perform other duties as indicated in the contract.

## **1.4** Time for Completion

The successful Bidder shall complete whole Works within 03 (Three) Calendar months from Engineer's order to commence the Work.

## 2.0 Information to be submitted

- **2.1** Tenders submitted shall include the following information:
  - (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm
  - (b) A work plan clearly bringing out how the tenderer proposes to carry out the work to achieve the quality and the time schedule

The work plan shall clearly spell out with specific details the following:

- i. List of equipment along with details proposed to be used on the Works.
- ii. List and bio-data of Engineers and other important staff members proposed to be employed on the Works.
- iii. Details of new and used shuttering proposed to be employed on the Works.

## **3.0** Cost of Tendering

3.1 The tenderer shall bear all costs associated with the preparation and submission of his Bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

## 4.0 Site Visit

4.1 The tenderer is advised to acquaint himself with the job involved, visit the site and examine soil conditions, climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental, regulations, laws and bye-laws of statutory bodies of Kolkata/ Government of West Bengal and the Government of India and collect all information that will be necessary for preparing the tenders and entering into a Contract.

The cost of visiting the Site and collecting information for the purpose of submission of the tender shall be to the tenderer's account.

4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

## **Tender Documents**

5.1 The Tender Documents comprise the following:

VOLUME – I	PREQUALIFICATION DOCUMENT
VOLUME – II	A. NOTICE INVITING TENDER
	B. GENERAL INSTRUCTION TO BIDDERS
VOLUME – III	A. ARTICLES OF AGREEMENT
	B. GENERAL CONDITIONS OF CONTRACT
VOLUME – IV	A. ADDITIONAL CONDITIONS
VOLUMEV	TECHNICAL SPECIFICATION

VOLUME – VI SCHEDULE OF QUANTITIES

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, technical specifications and tender drawings in the tender documents. Failure to comply with the requirements of the tender documents will be at the tenderer's own risk.

Tenders, which are not substantially responsive to the requirements of the tender documents, will be rejected. Tenderers are requested to clear their queries before submission of tenders and submit tenders without conditions.

## 6.0 Clarification on Tender Documents

6.1 A prospective tenderer requiring any clarifications on the tender documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the tender documents. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders who have received the Tender documents.

#### 7.0 Amendment of Tender Documents

- 7.1 At any time prior to the dead line for submission of tender, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective tenderers, modify the Tender documents by amendment.
- 7.2 The amendment will be sent to all prospective tenderers who have received the tender documents, to arrive not later than 2 days prior to the original or extended deadline for submission of Bids, in writing or by telex or cable and will be binding upon them.

Prospective Bidders should promptly acknowledge receipt thereof by telex or cable to the Engineer.

7.3 In order to afford prospective Bidders reasonable time in which to take an amendment into account in preparing their Bids, the Engineer may, at his discretion, extend the deadline for the submission of Bids.

## **Preparation of Tenders**

## 8.0 Language of Tender

8.1 The Tender prepared by the Tenderers and all correspondence and documents relating to the Tender exchanged by the Tenderer and the Engineer shall be written in the English Language.

## 9.0 Documents comprising the Tender

- 9.1 The tender to be prepared by the tenderer shall comprise of the following: the Tender, the Earnest Money, the Schedule of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Tenderers embodied in these Tender documents. The Forms, Schedule of Quantities and Schedules provided in these Tender documents shall be used without exception.
- 9.2 All documents issued for the purpose of Tendering as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed incorporated in the Tender. Tender Documents prepared and submitted in accordance with Clause 14 and 15 shall be returned by Bidders to the Employer along with the submission of the Bid.

## **10.0** Tender Rates

10.1 The tenderer shall fill the rates against each item of Schedule of Quantities both in words and figures in the blank spaces provided in the respective columns. Item for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the others rates and prices in the bill of quantities. Correction, if any, shall be made by crossing out, initialling, dating, stamping and rewriting.

# Please note that Rate and Amount shall be quoted in Indian Rupees only in the Schedule of Quantity.

10.2 All duties, taxes, service tax, including works contract tax and other levies payable by the Contractor under the Contract including Contractors profit and over heads etc. or for any other cost shall be included in the rates and prices and the total amount of tender submitted by the tenderer. The evaluation and comparison of tenders by the Engineer shall be made accordingly.

- 10.3 The rates and prices quoted by the tenderer shall be fixed for items complete in all respect for the duration of the Contract and not subject to adjustment on any account except as otherwise provided in the conditions of Contract.
- 10.4 The tenderer shall fill his most competitive rates in the first instance, as no negotiations shall be made after opening of the Tenders except if required with the lowest Bidder.

## **11.0** Tender Validity

- 11.1 The tender shall remain valid and open for acceptance for a period of **120** *days* from the last date fixed for receiving the same.
- 11.2 In exceptional circumstances prior to expiry of the original tender validity period, the Engineer may request the tenderer for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by cable or telex. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will neither be required nor permitted to modify his tender, but will be required to extend the validity of his tender Security correspondingly.

## 12.0 Earnest Money Deposit

- 12.1 The tenderer shall furnish, as part of his tender, an Earnest Money of the amount of **Rs.76,000/- (Rupees Seventy Six Thousand only).** No deviation shall be permitted from this.
- 12.2 The earnest money have to be deposited in shape of Banker's cheque /Demand draft of **Rs.76,000/- (Rupees Seventy Six Thousand only)** in favour of the **The Director, Indian Institute of Chemical Biology, Kolkata from any Nationalised bank/Scheduled bank**.
- 12.3 Deleted
- 12.4 Any tender not accompanied by an acceptable Earnest Money Deposit will be straightaway Rejected.
- 12.5 The Earnest Money Deposit of unsuccessful tenderers will be returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Employer.
- 12.6 The Earnest Money Deposit may be forfeited
  - a) If a tenderer withdraws his tender during the period of tender validity.
  - b) In the case of successful tenderer, if he does not :
    - i) enter into the Contract, or

- ii) furnish the necessary Performance Security
- iii) agree to arithmetic corrections made as per terms of tender documents.
- iv) Submitted any misleading information during prequalification and or tendering process.
- 12.7 No interest will be payable by the Engineer on the Earnest Money Deposit amount cited above.

## **13.0** Format and Signing of Tender

- 13.1 The Tender shall be filled & signed only by the Firm/ Corporation in whose name the Tenders have been issued. The tender shall be typed or written in indelible ink and duly signed by a person or persons duly authorised to sign the tender. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the tender.
- 13.2 All pages of tender shall be initialled and stamped by the person signing the tenderer where entries or amendments have been made.
- 13.3 The complete tender shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the tenderer in which case such correction shall be initialled by person signing the tender.

## **Submission of Tender**

## 14.0 Sealing, Marking & Submission

- 14.1 The tender shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
  - (i) Envelope No. 1: Shall contain Prequalification document (Volume-I) and Earnest Money Deposit as indicated in Clause 12 of these Instructions to tenderers.
  - (ii) Envelope No. 2 : Shall contain covering letter and the other tender documents (Vol –II, III, IV, V) duly signed including the following :
    - (a) Power of attorney of person authorised to sign the tender.
    - (b) Original tender documents (all pages) (<u>Vol –II, III, IV, V</u>) duly signed and stamped.

- (c) Documents regarding constitution of tenderer as indicated in Clause 2.1 of these Instructions to Bidders.
- (d) Certificate of Registration.
- (e) All the information as stipulated in clause 2.0 under information to be submitted
- (e) Construction Schedule and Schedule for manpower to be deployed at Site.
- (iii) Envelope No. 3: Shall contain only the Schedule of Quantities (Vol VI) and rates/prices duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope No. 3 are liable to be summarily rejected.

# The Contractor must fill up price against each item of Schedule of Quantities both in words and figures in the blank spaces provided in the respective columns.

Please note that the price should not be indicated in any of the documents enclosed in Envelope no. 1& 2. Non-compliance shall entail rejection of the tender.

- 14.2 The tenderer shall seal the tender.
- 14.3 All the above three envelops shall be sealed in a fourth envelope and addressed to

Deputy General Manager(Civil), HSCC (India) Ltd., Plot No. 6 (A), Block - E, Sector - I, Noida (UP) - 201 301.

14.4 All the above envelope shall bear the following identification:

Name of work: Establishment of CCTV system for New Campus of Indian Institute of Chemical Biology at Salt Lake, Kolkata. Tender number, due date and Time of Submission.

- 14.5 All the envelopes shall indicate the name and address of the tenders to enable the tender to be returned unopened, if required.
- 14.6 All recipients for the purpose of submitting a tender shall treat the contents of the documents as private and confidential.

## 15.0 Deadline for Submission of Tenders

- 15.1 Tenders must be submitted to The Deputy General Manager (Civil), HSCC (India) Ltd., not later than **3.00 PM of the designated date**.
- 15.2 The Engineer may, at his discretion, extend the deadline for submission of Bids through the issuance of an amendment in accordance with Clause 7 in which case all rights and obligations of the Employer and the tenderers previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

#### 16.0 Late Tenders

16.1 Any tender received by the Employer/Engineer after the prescribed deadline for submission will liable to be rejected and will be returned unopened to the tenderer.

#### 17.0 Modification and Withdrawal of Tender

- 17.1 The tenderer may modify or withdraw his tender after tender submission, provided that modification or notice of withdrawal is received in writing by the Engineer prior to the prescribed deadline for submission of tenders.
- 17.2 The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of tenders. Notice of withdrawal may also be sent by telex or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 17.3 No tender may be modified subsequent to the dead line for submission of tenders.
- 17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of validity of the tender specified. Withdrawal of a Bid during this interval may result in the forfeiture of the Earnest Money Deposit.
- 17.5 Subsequent to the expiration of the period of validity of tenders prescribed in the tender documents, a successful tenderer who has not been notified by the Engineer of the Award of the Contract may withdraw his tender without penalty.

## **Tender Opening and Evaluation**

## **18.0** Tender Opening

18.1 Tender shall then be opened in the office of HSCC (I) Ltd., at Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for tender submission in presence of the tenderer's representatives who may wish to be present.

Envelope No. 1: Shall be opened first. If the Earnest Money Deposit is not found as prescribed, the tender shall be summarily rejected.

## The Bidders who are not pre-qualified, their tenders shall not be opened further

Envelope No. 2: Shall be opened of those tenderers who are pre-qualified at a subsequent date to be intimated in advance to such tenderers.

Tenders of parties who do not accept the conditions laid above in the tender documents are also liable to be rejected.

- 18.2. The Engineer will examine the tenders to determine whether they are complete, whether the requisite bid securities have been furnished, whether the tenders have been properly signed and stamped and whether the tenders are generally in order.
- 18.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete tenders received prior to the closing time and date of the tenders will be taken as valid.
- 18.4 The tenderer's names, general technical details, the presence of the requisite Earnest Money Deposit and such other details as the Engineer, at his discretion may consider appropriate will be announced at the tender opening.

Envelope No. 3 : Shall contain the sealed price Bid. Whose tender is found to be generally in order and substantially responsive shall be opened either at the tender opening or at a subsequent date to be intimated in advance to such eligible tenderers.

- 18.5 Only summary of rates quoted by the tenderers will be read out.
- 18.6 The tender of any tenderer who has not complied with any of the instructions contained herein may not be considered.

## 19.0**Process to be Confidential**

- 19.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the Award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- 19.2 Any effort by the tenderer to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of Bids and decision concerning Award of Contract may result in the rejection of the tender.

#### 20.0 Clarification of Tenders

20.1 To assist in the examination, evaluation and comparison of tenders, the Engineer may ask tenderers individually for clarification of their tenders, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex,

but no change in the quoted rates or substance of the tender shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the tenders in accordance with Clause 23 hereof.

## 21.0 Determination of Eligibility & Responsiveness

21.1 The Engineer will determine whether the tender is substantially responsive to the requirements of the tender documents.

For the purpose of this Clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without any deviation or reservation.

21.2 A tender, which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the tenderer may be rejected as non responsive.

## 22.0 Correction of Errors

22.1 Tenders, determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as per following:

a) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the tenderer, shall be taken as correct.

b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

c) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

22.2 If a tenderer does not accept the correction of errors as outlined above, his tender will be rejected.

#### 23.0 Evaluation and Comparison of Tenders

- 23.1 Only such of the tenders as have been determined to be substantially responsive to the requirements of the tender documents, in accordance with Clause 22 will be evaluated. Other non-responsive tenders will be rejected.
- 23.2 Tenderers shall note that no preference of any nature will be given to any tenderer notwithstanding any custom, usage or instructions to the contrary.

- 23.3 Evaluation of the tenders will take into account, in addition to the tender amounts, the following factors:
  - a) Arithmetical errors corrected in accordance with Clause 22.
  - b) Such other factors as the Engineer considers may have a potentially significant impact on Contract execution price and payments.
- 23.4 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.
- 23.5 Price adjustment provisions applying to the period of execution of the Contract shall not be taken into account in tender evaluation except to the extent specifically stated in the Contract.

## Award of Contract

## 24.0 Award Criteria

24.1 Subject to Clause 25, With Engineer will Award the Contract, after prior approval by the Employer to the Bidder whose tender has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated tender of the Schedule of Quantities, provided further that the tenderer has the capability and resources effectively to carry out the Contract Works.

## 25.0 Engineer's Right to Accept any Tender, to Reject any or all Tenders

25.1 Notwithstanding Clause 24, the Employer reserves the right to accept or reject any tender including the lowest and to annul the tendering process and reject all tenders, at any time prior to Award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligations to inform the affected tenderer or tenderers of the grounds for the Employer's action.

#### 26.0 Letter of Award

- 26.1 On receipt of recommendation from engineer, the employer will approve the proposal for award of work. On approval of proposal for award of work, employer/ Engineer will issue letter of award/acceptance to the successful bidder.
- 26.2 The letter of award will constitute the formation of the Contract.

## 27.0 Signing of Agreement

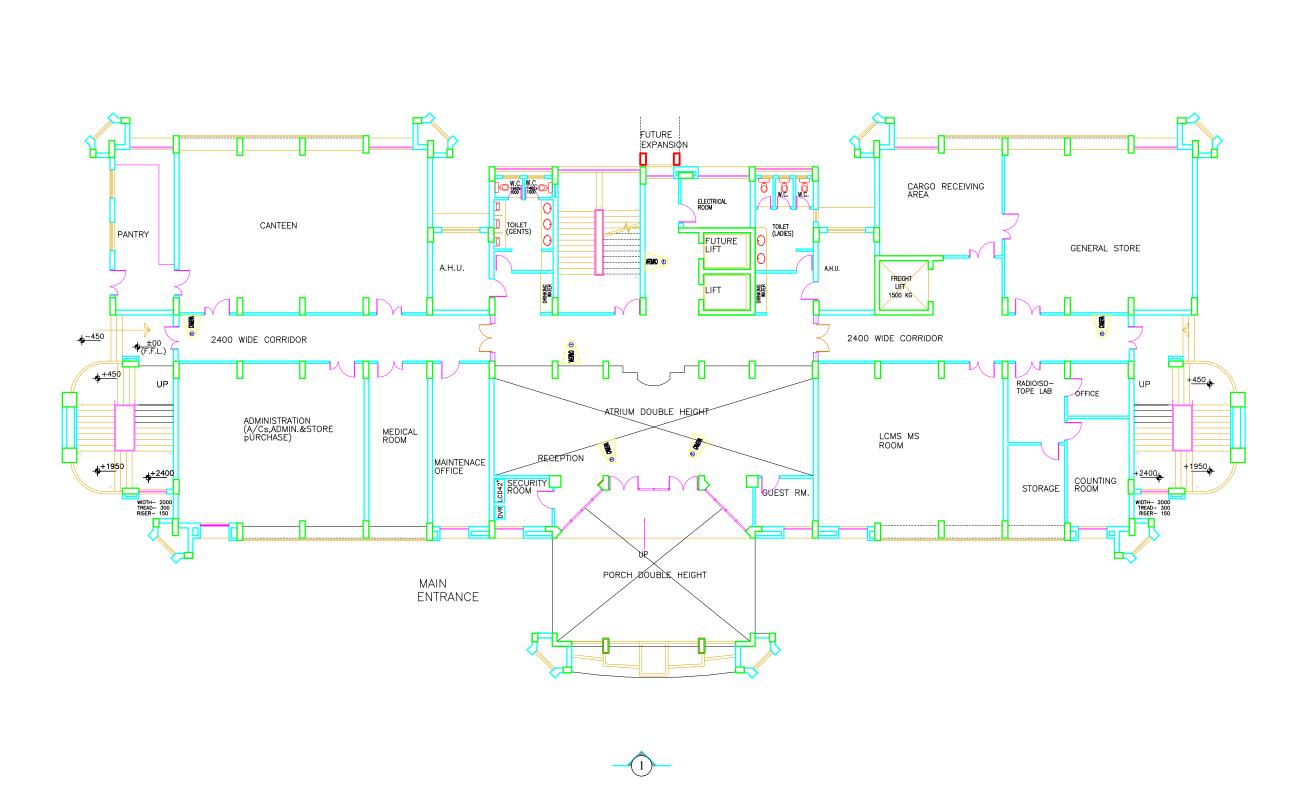
- 27.1 The Contract Agreement shall be executed between the Employer and the Contractor with a provision that payment shall be made by employer on receipt of duly pre-audited and certified bill from engineer.
- 27.2 The contract agreement shall be signed by Engineer (HSCC) and Finance & Accounts officer of Indian Institute of Chemical Biology, Kolkata on behalf of employer. After signing of Contract Agreement (in two originals) between contractor and employer, the Engineer shall compile four (4) photo copies of the contract agreement which shall be distributed as under:

Employer – Original + One Engineer – Three Copies Contractor – Original

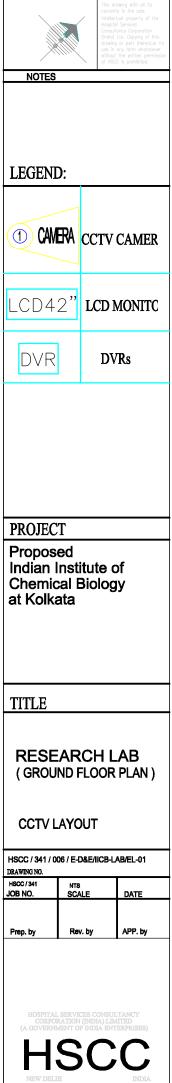
27.3 Upon the receipt of the letter of Award by the successful tenderer, the successful tenderer shall fill the Agreement in accordance with form of Agreement included in the tender documents and submit the same to the Engineer within two weeks of the date of receipt of letter of Award. The Engineer shall return the draft duly approved within one day from the date of receipt of the draft and the successful tenderer shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful tenderer, all at his own cost within 3 days from the receipt of the approved draft.

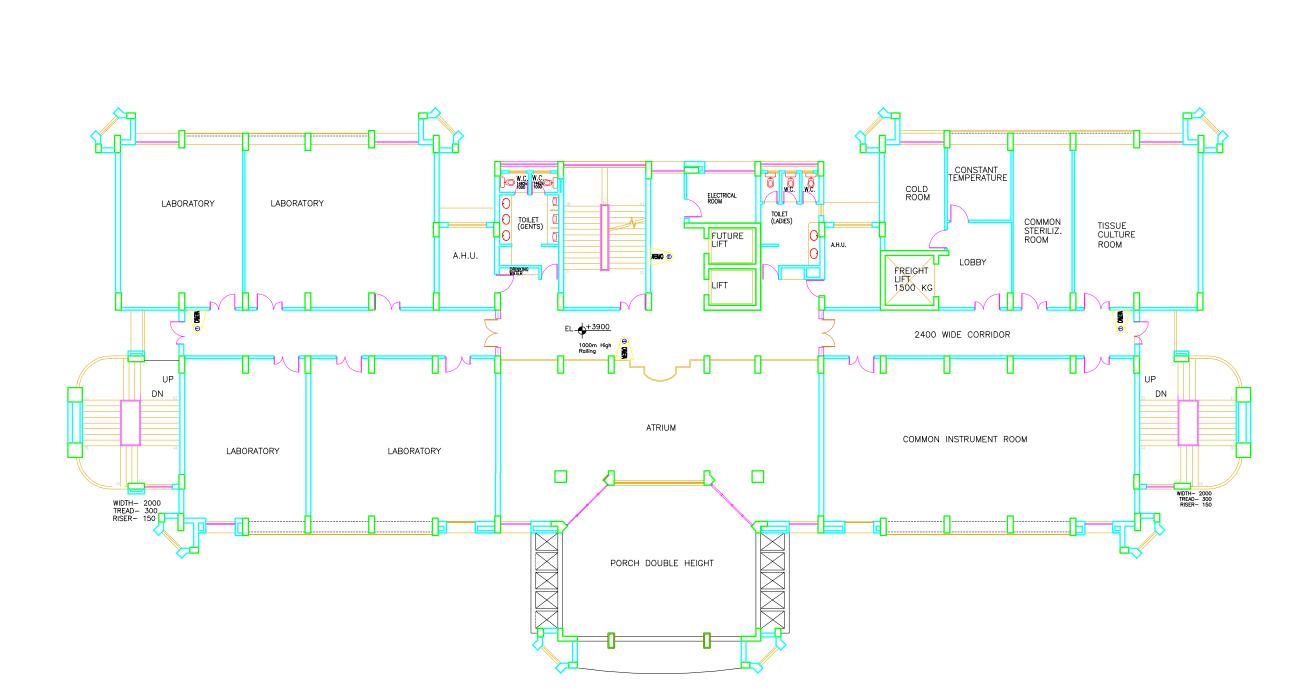
## 28.0 Performance Security

28.1 Within the period prescribed for commencement of work after receipt of letter of Award from the Engineer, the successful tenderer shall furnish to the Engineer a Security in the form of a Bank Guarantee from Nationalised/Scheduled bank for an amount of 5% (Five percent) of the Contract sum. The validity of the Performance Security shall be up to the end of the Defect Liability Period.

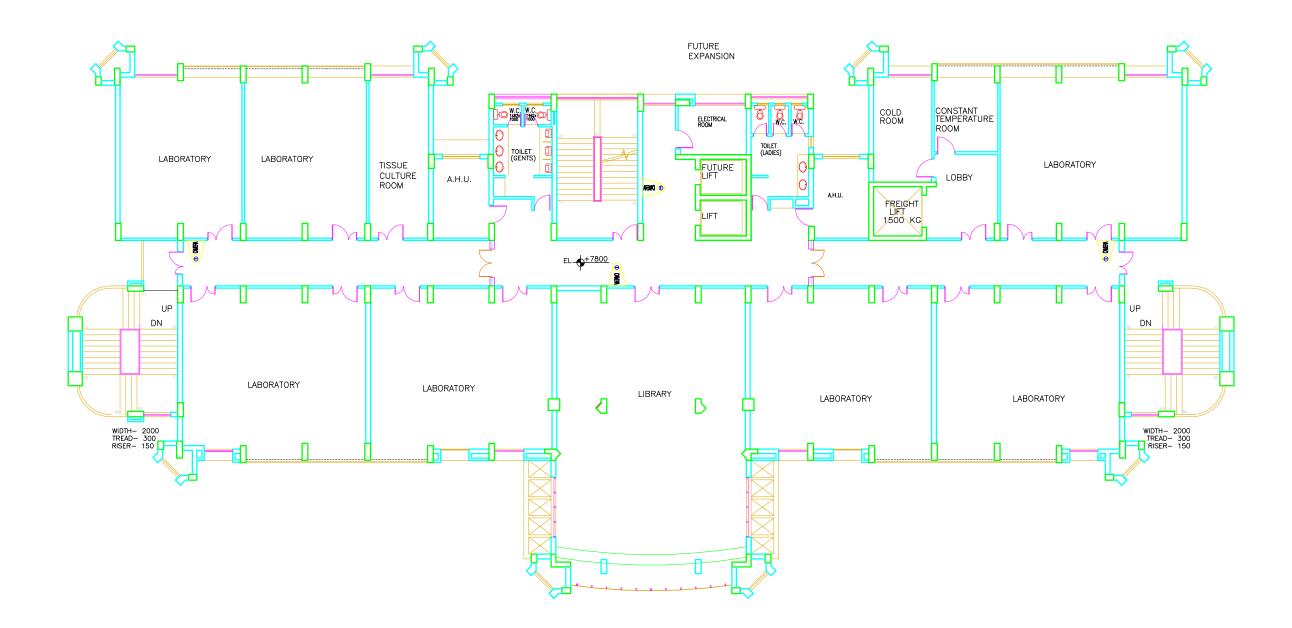


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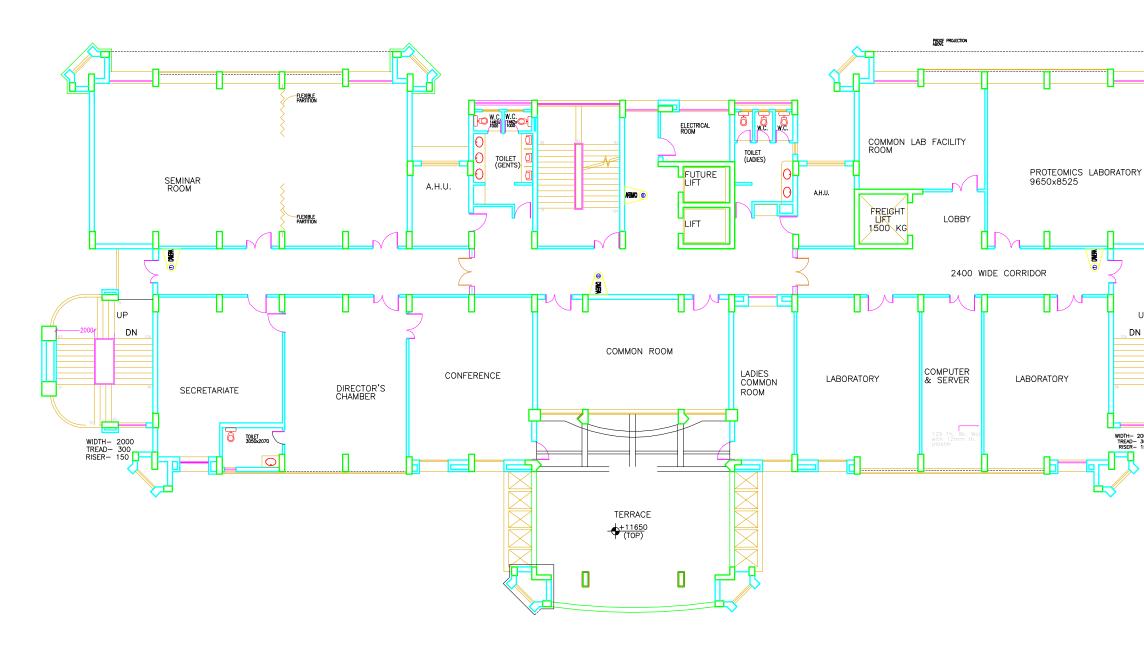


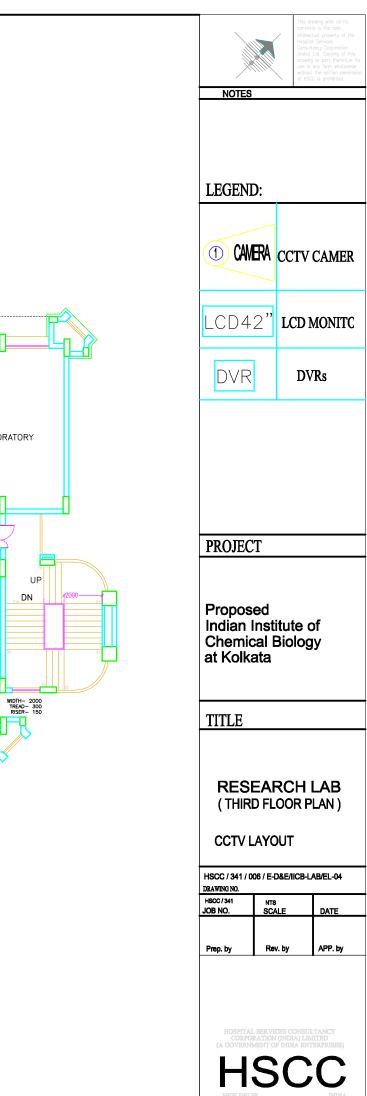
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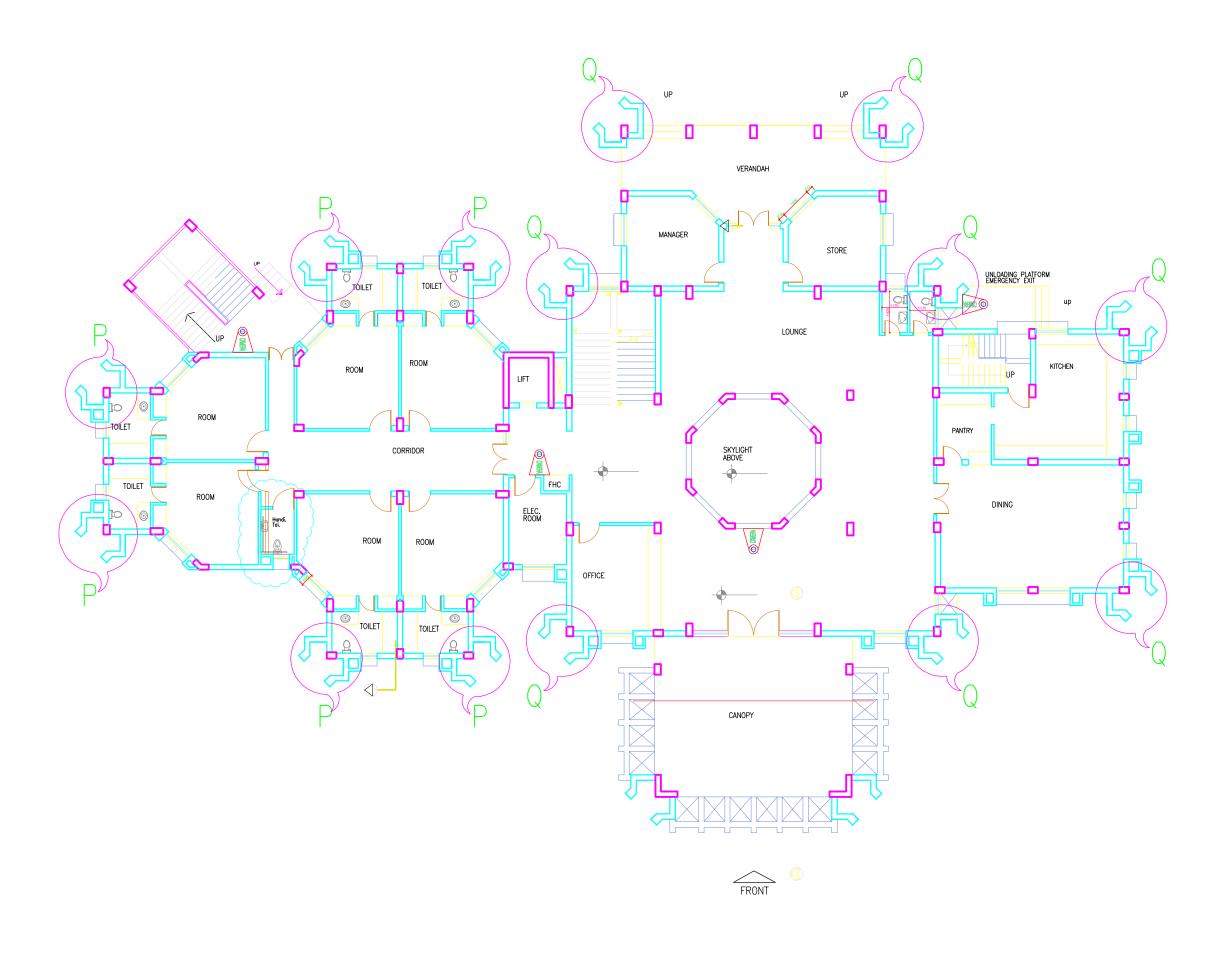


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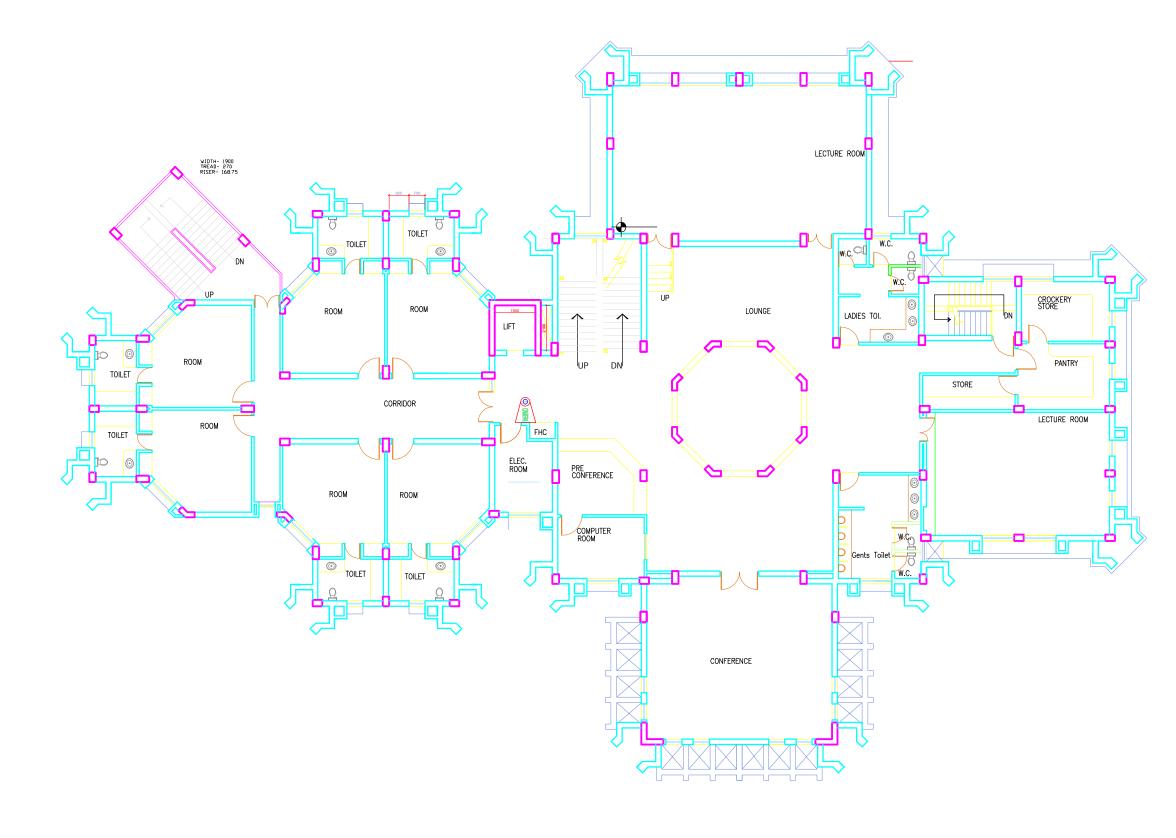
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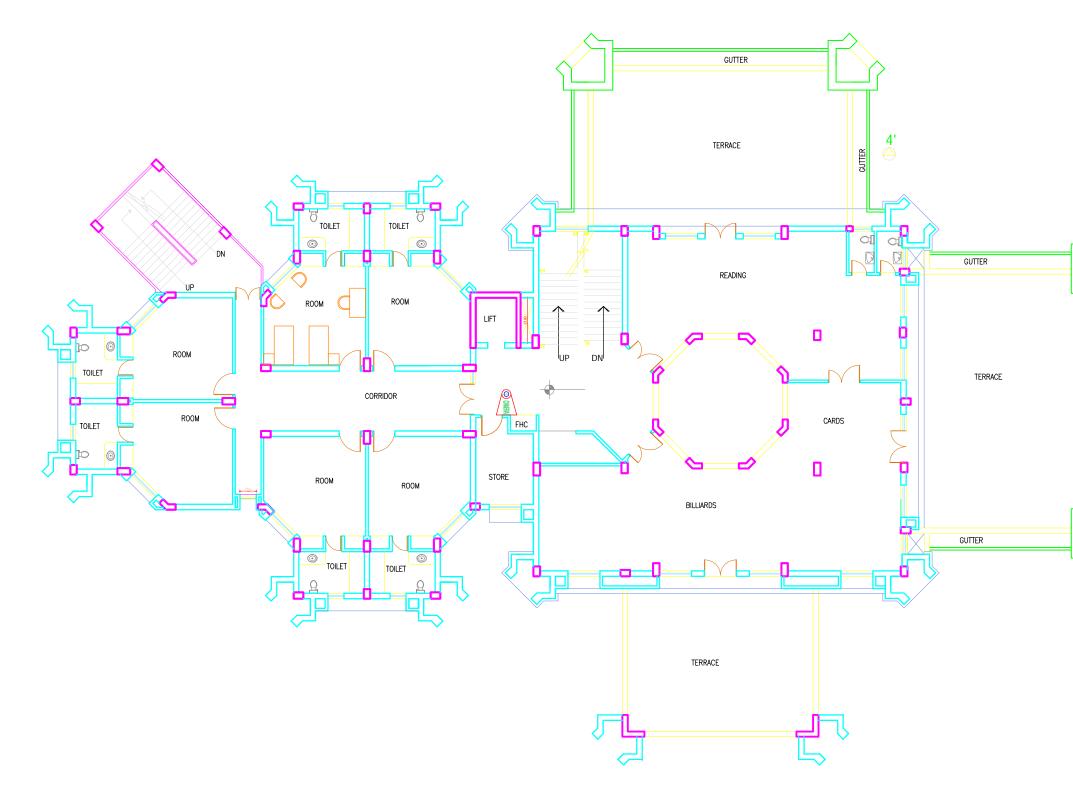


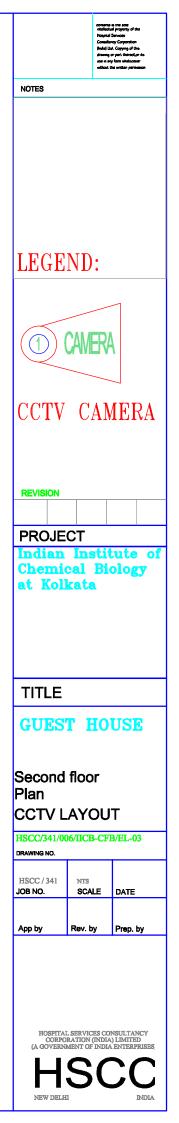




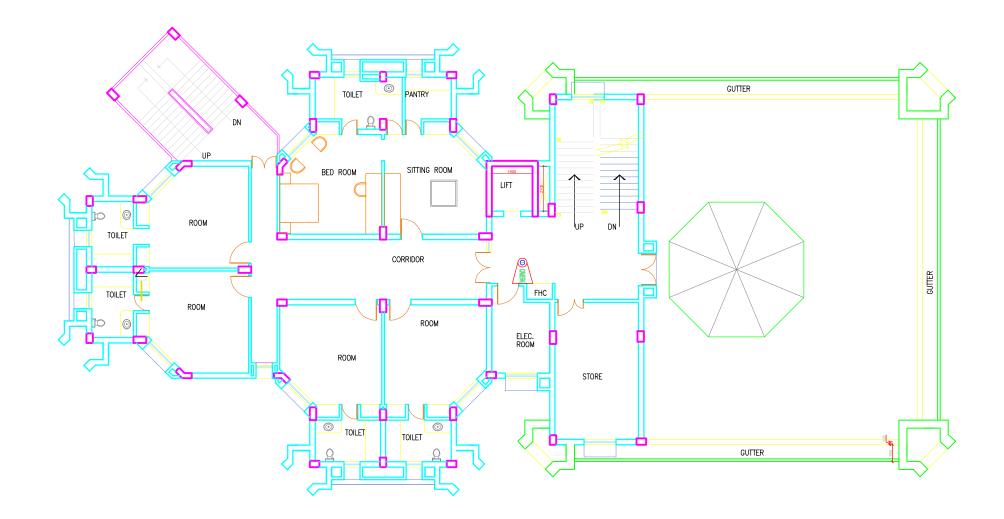












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