

**TENDER DOCUMENTS FOR SUPPLY, INSTALLATION
AND COMISSIONING OF A NEW IP-BASED CCTV CAMERA
SYSTEM ATBANK BRANCHES (SITUATED AT ALL M.P.)
SUBHASH YADAV BHAVAN, GUEST HOUSE,
AND TRAINING COLLEGE BHOPAL**



**M. P. RAJYA SAHAKARI BANK MYDT. (H.O.)
T. T. NAGAR, NEW MARKET
BHOPAL (M.P.)
PIN-462003**

**Madhya Pradesh Rajya Sahakari Bank Mydt.
New Market, T.T.Nagar, Bhopal M.P.**

Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situating at all M.P.) Subhash Yadav Bhavan, Training College, Guest House Bhopal

APPENDIX 1

TENDER DOCUMENT

For Percentage rate

OFFICE OF THE MANAGING DIRECTOR, APEX BANK

N.I.T. Date : **16/03/2024**

Agreement Number and Date : -----

Name of Work : **Supply, Installation and Commissioning of a new IP-Based CCTV Camera System**

Name of Contractor : -----

Probable Amount of Contract
(Rs. In Figure) : Rs. Ninety Five Lakh +GST
(Rs. In Words) : Rs. 95,00,000.00+GST

Contract Amount
(Rs. In Figure) : -
(Rs. In Words) : -

Stipulated Period of Completion : 03 months from the date of work order

Tender of works

I/We hereby tender for the execution for the Managing Director, Madhya Pradesh Rajya Sahakari Bank Maryadit New Market, Bhopal for the work specified in the under written memorandum within the time specified in such memorandum at the rate in ----- percent below/ above of the S.O.R. mentioned in N.I.T. therein and in accordance in all respect with the specifications, designs, drawings and instructions in and conditions in tender document.

Signature of contractor
with seal

Memorandum

Name of work :- **Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all M.P.) Subhash Yadav Bhavan, Training College, Guest House Bhopal**

- (a) Site address :- **Bank Branches (Situated at all M.P.) Subhash Yadav Bhavan, Training College, Guest House Bhopal**
- (b) Cost of work (Rs.) :- 95 Lakhs + GST
- (c) Earnest Money (Rs.) :- 1 Lakh
- (d) Security Deposit (Rs.) :-
- (e) Percentage, if any to be deducted from Bills :- **@ 5% Security Deposit in each running bill**
- (f) Time allowed for the work :- 03 months including rainy season from date of written order to commence

APPENDIX 2
TENDER DOCUMENT
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M. P. RAJYA SAHAKARI BANK MYDT.H.O.
NEW MARKET, T. T. NAGAR, BHOPAL
Notice Inviting E –Tender

Online Percentage rate tenders are invited on P.W.D. S.O.R. 2024 on prescribed form from manufacturers, or their authorised distributors for **Supply, Installation and Commissioning of a new IP-Based CCTV Camera System** till on 12.04.2024 upto 3.00 p.m. details are as under: -

S. No	Name of work	P. A. of Contract Rs	Amount of E.M. Deposit Rs	Cost of Tender form with GST Rs	Stipulated Period of completion	Date & time of Receipt of tender
1	Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all M.P.) Subhash Yadav Bhavan, Training College and Guest House Bhopal	Rs. 95.00 Lakhs +GST	Rs. 1.00 Lakh	Rs. 2360.00	03 months	12.04.2024 upto 03.00 pm

- (1) Eligible tenderers can purchase the Tender documents on payment of requisite amount through online from 19.03.2024 to 10.04.2024 during office hours i.e. 10.30 a.m. to 05.30 p.m. from website <http://www.mptenders.gov.in>
- (2) The details of N. I. T. can be viewed on our website; ---www.apexbank.in

Incharge Managing Director

Other condition: -

- (1) Earnest money should be paid through Madhya Pradesh e-Procurement Portal <http://www.mptenders.gov.in>. EMD amount in any other form will not acceptable.
- (2) The manufacturers or their authorised distributors will only be eligible for participation in the tender. Necessary certificates should be uploaded.
- (3) The Tenders of those who have not paid earnest money as per above tender will not be opened.
- (4) The technical bid opened on 16/04/2024 at 4.00 p.m.
- (5) Price bid opened on 23/04/2024 at 04.00p.m.
- (6) The Bank reserves its right to reject any or all the tenders without assigning any reason.

Incharge Managing Director

Notice Inviting Tender
Madhya Pradesh Rajya Sahakari Bank Mydt.
New Market, T.T. Nagar, Bhopal M.P.
OFFICE OF MANAGING DIRECTOR, APEX BANK, BHOPAL

Dated 16/03/2024

Online Percentage rate tenders are invited from manufactures or their authorized distributors for following work

S. No. /Pkg/ Code	Name of Work	Probable Amount of Contract (Rs. in lakh)	Earnest Money Deposit (EMD) (In Rupees)	Cost of Bid Document with GST	Period of Completion
1	2	3	4	5	6
1	Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situating at all M.P.) Subhash Yadav Bhavan, Training College Guest House Bhopal	Rs.95.00Lakhs +GST	Rs.1.00 Lakh (One Lakh)	2360/-	03 Months

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website:- <http://www.mptender.gov.in>
2. Bid Document can be purchased after making online payment of portal fees.
3. At the time of submission of the Bid the bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money Online.
 - iii) Submit a check list (as specified in tender document).
 - iv) Submit an affidavit. (Annexure B; Page 15)
 - v) Submit GST Registration

Details can be seen in the Bid Data Sheet (Page 12-13)
4. **ELIGIBILITY FOR BIDDERS:**
 - (a) Three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years, or
 - (b) Two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years, or
 - (c) One similar work aggregate cost not less than the amount equal to 50% of the probable amount of contract in any one financial years during the last 3 financial years.
 - (d) Last three financial years means 2020-21, 2021-22 and 2022-2023.
5. **Pre-qualification** - Prequalification conditions, wherever applicable, are given in the Bid Data Sheet (Page 12-13).
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.

Managing Director
Apex Bank

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, hereinafter referred as 'work', is given in the Bid Data Sheet (Page 12).

2. General Quality of Work:

The work shall have to be executed in accordance with the technical specifications specified in the Bid Data Sheet/Contract Data and technical specification and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet (Page 12).

4. ONE BID PER BIDDER D

4.1 The bidder can be an individual entity.

4.2 No bidder shall be entitled to submit more than one bid. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Government.

6. Site Visit and examination of works

The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders, bid data sheet with all Annexure
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data with all Annexure and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings.
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other Document(s), as specified.

8. The Bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.
9. The Bidder should have an average of minimum Rs. 2 CRORE TURNOVER IN LAST three FINANCIAL YEARS (2020-21, 2021-22, 2022-23). CA certificate (Annexure 04) in support to same duly signed by CA to be submitted.
10. **Amendment of Bid Documents:**
 - 10.1 Before the deadline for submission of bids, the Bank may amend or modify the Bid Documents by publication of the same on the website.
 - 10.2 All amendments shall form part of the Bid Document.
 - 10.3 The Bank may, at its discretion, extend the last date for submission of bids and no information shall be published in newspaper by Publication of the same on the website.

C. PREPARATION OF BID

11. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and all other relevant documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

12. Documents comprising the bid

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. Online **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i) Registration number or proof of application for registration as a company/firm (if any) and organizational details in format given in the bid data sheet.
- ii) Payment of the cost of Bid Document;
- iii) Earnest Money; and
- iv) In support of not having been blacklisted, an affidavit duly notarized (Annexure 05; Page 56).
- v) GST Registration.

Part 2 – This shall be known as online **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed format enclosed with the Bid Data Sheet.

13. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. Technical proposal

14.1 Only, in case of bids with pre-qualification conditions defined in the Bid Data Sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2 All the document/information enclosed with the technical proposal should be self-attested and certified by bidder. The bidder shall be liable for forfeiture of his earnest money deposit, if any document/information are found false/fake/untrue before acceptance of bid. If it is found after acceptance of the bid. The bid sanctioning authority may at his discretion forfeit his performance security/guarantee security deposit, enlistment deposit and take any other suitable action.

15. Financial bid

- i. The bidder shall have to quote rates in format referred in bid data sheet, in overall item rate and not percentage. The overall item rate would apply for all items of work.
- ii. Rate shall be quoted in figures as well as in words. If any difference in figures and words is found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive of all duties, royalties and other levies; excluding GST, and the Bank shall not be liable for the same.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the bid data sheet.

16. Period of validity of bids

The bids shall remain valid for a period specified in the Bid Data Sheet after the date of “close for bidding” as prescribed by the Bank. The validity of the bid can be extended by mutual consent in writing.

17. Earnest money deposit (EMD)

17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), in the amount specified in the Bid Data Sheet (Page 12-13).

17.2 The EMD shall be deposited through Online-Procurement Portal <http://www.mptenders.gov.in>.

17.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.

17.4.1 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.

17.5 EMD of the successful Bidder will not be discharged it is converted to performance security when the Bidder has signed the Agreement.

17.6 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

D. SUBMISSION OF BID

18. The bidder is required to submit online bid duly signed digitally, and Envelop ‘A’ in physical form also at the place prescribed in the bid data sheet.

E. OPENING AND EVALUATION OF BID

19. Procedure

19.1 Envelope ‘A’ shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop ‘A’ does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.

19.2 Wherever Envelop ‘B’ (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop ‘B’. Envelop ‘C’ (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop ‘B’) shall not be opened.

19.3 Envelope ‘C’ (Financial Bid) of bids shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop ‘C’.

19.4 After opening Envelop ‘C’ all responsive bids shall be compared to determine the lowest evaluated bid.

19.5 The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

19.6 The Bank reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

20.2 Any attempt by a bidder to influence the Bank in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

The Bank shall notify the successful bidder by issuing a ‘Letter of Acceptance’ (LOA) that his bid has been accepted.

22. Performance Security

22.1 Security deposit of 5 percent shall be refunded after expiry of defect liability period. The performance security in the prescribed format (Annexure M) shall have to furnish of the same amount of security deposit for further one year.

22.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet** and shall be in the form and for the duration, etc. similar to performance security.

23. Signing of Contract Agreement

23.1 The successful bidder shall have to furnish Performance security and additional performance security, if any and sign the contract agreement within 15 days of issue of LOA.

23.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Bank to the contractor for commencement of work.

23.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Bank for taking action against the bidder.

24. Corrupt practices

The Bank requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Bank:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[End of ITB]

Bid Data Sheet

GENERAL		
SR. No.	PARTICULARS	DATA
1	Office Inviting Tender	Office of Managing Director, Apex Bank, Bhopal
2	NIT No.	
3	Date of NIT	16/03/2024
4	Bid document download available from date & time	19/03/2024 10:30AM 10/04/2024 05:30 PM
5	Website link	http:// www.mptender.gov.in
SECTION 1 - NIT		
NIT CLAUSE	PARTICULARS	DATA
2	Portal Fees (also known as processing fee)	As notified in E-Tendering Website
3	Cost of Bid Document with GST	Rs. 2360/-
	Cost of Bid Document Payable at	Bhopal
	Cost of Bid Document In favor of	Office of Managing Director, Apex Bank, Bhopal
4	Affidavit Format	As per 'Annexure- B'
5	Pre-qualifications required	Yes
	If Yes, details	As per' Annexure- C'
6	Special Eligibility	YES
	If Yes, details	As per 'Annexure -D'
7	Key dates	As per 'Annexure -A'

Bid Data Sheet

SECTION 2 - ITB		
ITB CLAUSE	PARTICULARS	DATA
1	Name of the 'Work'	Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all M.P.) Subhash Yadav Bhavan, Training College and Guest House Bhopal
2	Specifications	As per 'Annexure – D'
3	Procedure for participation in e-tendering	As per 'Annexure – E
4	Whether Joint Venture is allowed.	NO
	If yes, requirement for Joint Venture	As per 'Annexure – F
12	Envelope-A containing : i. Organizational details as per 'Annexure G' ii. Cost of Bid Document iii. EMD iv. An affidavit duly notarized as per 'Annexure- B' should reach in physical form in the office of :	At the Office of the Managing Director, Apex Bank, New Market, Bhopal
14	Envelope-B Technical Proposal	As per 'Annexure - H' and Annexure - I (Format I-1 to I-5)
15	Envelope-C Financial Bid	As per 'Annexure - J '
	Materials to be issued by the department	NO
16	Period of Validity of Bid	120 Days

17	Earnest Money Deposit	Rs. 100000.00 (One Lakh)
	Forms of Earnest Money Deposit	online
	FDR must be drawn in favour of	N/A
21	Letter of Acceptance (LoA)	As per 'Annexure -L'
22	Amount of Performance Security	As per requirement
	Additional Performance Security, if any	As per requirement
	Performance Security in the format	As per 'Annexure- M'
	Performance Security in favor of	Bank
	Additional performance security as per clause 22.2 of ITB valid up to	Till stipulated time of completion plus three months

Annexure – A
(see Clause 1, 7 of Section 1 –NIT)
KEY DATES

Sr.No	Bidders Stage	Start		Expiry		Envelopes
		Date	Time	Date	Time	
1	Tender Purchase - Online	19/03/2024	10:30	10/04/2024	17:30	
2	Pre -Bid meeting	NA				
3	Bid Submission Online	----	---	12/04/2024	03:00pm	
4	Physical Submission (Original EMD and other document)	----	----	N/A		
5	Mandatory Submission Open (Envelope-A)			N/A		Envelope-A
6	Technical Proposal Open (PQ Envelope-B)	16/04/2024	04:00			Envelope-B
7	Financial Bid Open Envelope-C	23/04/2024	16:00			Envelope-C

Annexure – B
(see Clause-3 of Section 1 – NIT)

|| AFFIDAVIT ||
(to be Contained in Envelope-A)
(On Non Judicial Stamp of Rs. 50)

I/we _____ who is/ are _____ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the department).

I/we are fully responsible for the correctness of following self-certified information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a. Earnest Money deposited as online or DD, demand draft provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various Technical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief. If found incorrect my tender may be considered for cancellation and if severe default is found my tender may be considered for blacklisting.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: *Affidavit duly notarized in original shall reach at least one Calendar day before opening of the bid.*

Annexure – C

(See Clause-5 of Section 1 – NIT) PRE-QUALIFICATIONS CRITERIA

Sr. No.	General Conditions - To Prequalify all the OEMs AND BIDDER should satisfy the Eligibility Criteria mentioned below	REMARK	Attached (Yes/ No)
1	The Bidder should be a manufacturer/ Distributor/ Dealer / authorized agent.	Annexure 01	
2	In case the OEM is not participating directly, the bidder should be an authorized reseller or channel partner of the OEM. An authorization letter from the OEM / MAF needs to be submitted in original.	Annexure 02	
3	The Bidder should have SEPARATE MAF CERTIFICATES for Camera, NVR, LED TV, PoE Switch and Hard Disk. Tender specific MAF to be attached with details of designated authority like Email and Mobile Number.	Annexure 03	
4	All systems and components must be in compliance with CE/ FCC/ UL/ BIS certifications. The Bidder is required to submit the certificate issued by Government of India in this regard.		
5	The OEM / Bidder must offer ISO 9001:2015 and ISO 27001: 2013 certificates.		
6	The quoted CCTV OEM should be a Full member of ONVIF. For verification purposes, all the relevant details should be available on the ONVIF website. The Bank may verify on the ONVIF website.		
7	In case, the Bidder is a Micro or Small Enterprise as per latest definition under DPIIT/ MSME, the Bidder is required to upload the certificate.		
8	The BIDDER SHOULD HAVE VALID ISO 9001:2015 CERTIFICATE. The Bidder is required to submit the certificate.		
9	Warranty of LED TV and Hard Disk must be minimum of three years and for other CCTV items like Camera, NVR, PoE Switch, Rack must be minimum of two years. The OEM certificates regarding the warranty must be submitted with the documents.		
10	The bidder should have experience of having successfully executed: a) Three similar works, each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or		

Sr. No.	General Conditions - To Prequalify all the OEMs AND BIDDDER should satisfy the Eligibility Criteria mentioned below	REMARK	Attached (Yes/No)
	<p>b) Two similar works, each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years; or</p> <p>c) One similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract during the last 3 financial years.</p> <p>The experience should be in similar type of works.</p>		
11	The BIDDER SHOULD HAVE an average of minimum Rs. 2 CRORE TURNOVER IN LAST three FINANCIAL YEARS (2020-21, 2021-22, 2022-23)	Annexure 04: CA Certificate, format by Apex Bank [No other document is required. The Bidder must note that submission of additional documents may render him disqualified.]	
12	The OEM (for all items) and the Bidder should NOT HAVE BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION OR PSU OF INDIA. SEPARATE DECLARATION TO BE ATTACHED. The declaration to be provided by the OEM/OEMs and the Bidder. (Submit declaration duly sealed and signed by competent authority)	Annexure 05	
13	Undertaking as per Office Memorandum No.: F. No.6/ 18/ 2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division.	Annexure 06	
14	Data sheet of the product(s), as per Section II, offered in the bid are to be uploaded along with the bid documents. Bank can match and verify the data sheets with the product specifications offered.		

Annexure –D
(See Clause-2 of Section 2-itb & Clause 10 of GCC)

Specifications

1. **Schedule of Items**
2. **MP Public Works Department Specifications,**
3. **Technical Specification (enclosed)**

The provisions of general / special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Bank shall form part of the technical specifications of this work.

Annexure – E
(See Clause-3 of Section 2 – ITB)

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of Bidders on E-Tendering System:

The details of N. I. T. can be viewed on our website; ---www.apexbank.in. Other conditions and details of the NIT can be viewed on website <http://www.mptender.gov.in>
All the PWD/CPWD/CPWD/CPWD/ reputed firm/interior decorators Registered Bidders are already registered on the new e-Procurement portal <http://mptender.gov.in> the user ID will be the contractor ID provided to them from MP online.

2. Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India. A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application. Only upon the receipt of the required documents, a Digital Certificate can be issued. For details please visit cca.gov.in

Note:

1. It may take up to 7 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III Digital certificate need not obtain another Digital Certificate for the same. The bidders may obtain more information and the application form required to be submitted for the issuance of Digital Certificate from cca.gov.in.
2. Bid can be submitted till bid submission end date. Bidder will require Digital Signature While bid submission.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director has to authorize a specific individual through authority letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

3. Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-tendering System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. the details are available at <http://www.mptender.gov.in>

4. Key Dates:

The Bidders are strictly advised to follow the time schedule (Key Dates) of the bid on their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the concerned Department Official.

5. Preparation and Submission of Bids:

The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid of all the envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

6. Purchase of bid Documents:

For purchasing of the bid document bidders have to pay service charge online only. Which is Rs. (as per bid data sheet) cost of bid document is separately maintained in the detail NIT. The bid document shall be available for purchase to concerned eligible bidder immediately after online release of the bid and upto scheduled date and time as set in the key dates. The payments for the cost of bid document shall be made online through Dedit/Credit Card / Net-Banking or NEFT Challan Through the payment gateway provided on the portal.

7. Withdrawal Substitution and Modification of Bids:

Bidder can withdraw and modify the bid till bid submission end date.

Annexure – F
(See Clause-4 of Section 2 – ITB)

Joint venture not permitted

Annexure – G
(See Clause-12 of Section 2 – ITB & Clause 4 of GCC)

ORGANIZATIONAL DETAILS
(To be contained in Envelope-A)

S. No.	Particulars	Details
1	Registration number issued by Centralized Registration System of Govt. of M.P. or Proof of application for registration.	(if applicable scanned copy of proof of application for registration to be uploaded)
2	Valid Registration of bidder in appropriate class through Centralized Registration of Govt. of MP	Registration No. _____ Date _____ (Scanned copy of Registration to be uploaded)
3	Name of Organization/Individual/ Proprietary Firm/ Partnership Firm	
4	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm Registered under Partnership Act/ Limited Company, (Registered under the Companies Act-1956)/ Corporation/ Joint Venture	
5	Address of Communication	
6	Telephone Number with STD Code	
7	Fax Number with STD Code	
8	Mobile Number	
9	E-mail Address for all communications	
	Details of Authorized Representative	
10	Name	
11	Designation	
12	Postal Address	
13	Telephone Number with STD Code	
14	Fax Number with STD Code	
15	Mobile Number	
16	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal

Date: _ _

Annexure –H
(See Clause-14 of Section 2 – ITB)

Envelope - B, Technical Proposal

Technical Proposal shall comprise the following documents:

S.no	Particulars	Details to be submitted
1	Experience - Financial & Physical	Annexure I (Format: 1-1)
2	Annual Turnover	Annexure - 1 (Format: 1-2)
3	List of technical personnel for the key positions	Annexure - 1 (Format: 1-3)
4	List of Key equipment/ machines for quality control labs	Annexure - 1 (Format: 1-4)
5	List of Key equipment/ machines for construction work	Annexure - 1 (Format: 1-5)

Note:

1. Technical Proposal should be uploaded duly page numbered and indexed.
2. Technical Proposal uploaded otherwise will not be considered.

Annexure – I (Format: I-1)
(See Clause-14 of Section 2 – ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. Financial Requirement:

The bidder should have completed either of the below:

- a) three similar works each costing not less than the amount equal to 20% of the probable amount of contract during the last 3 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the probable amount of contract during the last 3 financial years; or
- c) one similar work of aggregate cost not less than the amount equal to 50% of the probable amount of contract in anyone financial year during the last 3 financial years;

To be filled in by the contractor:

- i. Details of successfully completed similar works shall be furnished in the following format.
- ii. Certificate duly signed by the Bank shall also be enclosed for each completed similar work.

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Bank's Name and Address
I	II	III	IV	V	VI

Existing commitments - (Value of 'C' for Bid Capacity formula)

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of balance work	Bank's Name and Address

B. Physical Requirement:

Execution of similar items of work in anyone financial year during the last 3 financial years should not be less than the minimum physical requirement fixed for the work

S. No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)		
		Year – 1	Year – 2	Year – 3
1	Physical qualification required			
2	Structural steel work			
3	STP work of capacity 75 m3/D			

- Note: 1. Certificate duly signed by the Bank shall be enclosed for the actual quantity executed in anyone year during the last 3 financial years.
2. Similar works: The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work.

Annexure – I (Format: I-2)
(See Clause-14 of Section 2 – ITB)

ANNUAL TURN OVER**Requirement:**

Average annual construction of CCTV work turnover on the works not less than 50% of the probable amount of contract during the last 3 financial years;

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed

Note:

- i. Annual turnover of CCTV work should be certified by the Chartered Accountant.
ii. Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.

Bid Capacity

Applicants who meet the minimum qualifying criteria in the evaluation as stated above are to be evaluated further for bid capacity as under:

$$\text{Bid Capacity} = (1.5 A \times B) - C$$

Where

- A = Maximum value of CCTV works executed in anyone year during the last five year (10% weightage per year shall be given to bring the value of work executed at present price level)
B = Proposed contract period in years.
C = Amount of work in hand at present.

Annexure – I (Format: I-3)
(See Clause-14 of Section 2 – ITB and clause 6 of GCC)

Attached List of Technical Personnel for the Key Positions

Minimum requirement							Available with the bidder						
S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience	S. No.	Key Position	Minimum requirement	Qualification	Age	Similar work experience	Total Work Experience
1	Project Manager	1	N/A										
2	Civil Engineer	1	N/A										
3	Electrical Engineer	1	BE Electrical/ ITI										
4	Site supervisor	2	N/A										
5	Other staff		As per requirement at site										

Annexure – I (Format: I-4)
(See Clause-14 of Section 2 – ITB and clause 6 of GCC)

List of Key Equipment's/ Machines for Quality Control Labs

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
1	For the tests to be conducted as per Annexure Q				

Annexure – I (Format: I-5)
(See Clause-14 of Section 2 – ITB)

List of Key Equipment's Machines for Construction Work / CCTV Work:

Minimum requirement			Available with the bidder		
S.No.	Name of Equipment/ Machinery	Quantity	S.No.	Name of Equipment/ Machinery	Quantity
1					
2					
3					
4					
5					
6					

Annexure – J
(See Clause-14 of Section 2 – ITB)

FINANCIAL BID
(To be contained in Envelope-C)

NAME OF WORK: Supply, Installation and Commissioning of a new IP-Based CCTV Camera System

I/We hereby bid for the execution of the above work within the time specified at the item rate par based on the Bill of Quantities in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Bank or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. *Only Item Rate for Bill of Quantities and item wise rates given therein shall be quoted.*
- ii. *Item rate shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. *All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the.....day of 20

Signature of Officer in charge

Annexure – K
(See Clause-15 of Section 2 – ITB)
MATERIALS TO BE ISSUED BY THE DEPARTMENT
(If applicable)

S.no	Name of material	Rate (Issue rate)	Unit	Remarks
.....NIL.....				

Annexure – L
(See Clause-21 of Section 2 – ITB)
LETTER OF ACCEPTANCE

No. _____
 To, _____

Dated

M/s.....
 (Name and address of the contractor)

Subject: Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all M.P.)Subhash Yadav Bhavan, Training College and Guest House Bhopal

(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the Bank, at your bided percentagebelow/ above or at par the Bill of Quantities.

You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

a. The performance security/ performance guarantees of Rs.(in figures) (Rupeesin wards only).

The performance security shall be DD in Favor of “Madhya Pradesh Rajya Sahakari Bank Maryadit “
 of any nationalized / schedule commercial bank Payable at Bhopal

b. Sign the contract agreement. on non judicial stamp paper of rupees 1000/.

Please note that the time allowed for carrying out the work as entered in the bid is 03 months including rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours Faithfully

For
Apex Bank

Annexure – M

(See Clause-22 of Section 2 – ITB)

PERFORMANCE SECURITY

To

..... (Name of Bank)
..... (Address of Bank)

WHEREAS(name and address of Contractor)(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance 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 of the Works to be performed there under or of any of the Contract documents which may be made between you 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 3 (three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the guarantor
Name of Bank
Address
Phone No., Fax No., E-mail Address, of Signing Authority
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.

SECTION 3

Conditions of Contract Part – I General Conditions of Contract Table of Clauses GCC

Clause No	Particulars	Clause No	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction of work to be carried out.
2	Interpretations and Documents	23	No Interest Payable
3	Language and Law	24	Recovery from Contractors
4	Communications	25	Tax
5	Subcontracting	26	Check Measurements
6	Personnel	27	Termination by Engineer in Charge
7	Force Majeure	28	Payment upon Termination
8	Contractor's Risks	29	Performance Security
9	Liability For Accidents To Person	30	Security Deposit
10	Contractor to Construct the Works	31	Price Adjustment
11	Discoveries	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	B. Time Control	34	Payments Certificates
13	Programmed		E. Finishing the Contract
14	Extension of Time	35	Completion Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations
	D. Cost Control	40	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	41	Death or Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction

A. General

1. DEFINITIONS

- 1.1. Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2. MD means Managing Director, Apex Bank, New Market, and Bhopal
- 1.3. Completion: means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4. Contract: means the Contract between the Bank and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5. Contract Data: means the documents and other information which comprise of the Contract.
- 1.6 Contractor: means a person or legal entity whose bid to carry out the work has been accepted by the Bank.
- 1.7. Contractor's bid: means the completed bid document submitted by the Contractor to the Bank.
- 1.8. Contract amount: means the amount of contract worked out on the basis of accepted bid.
- 1.9. Completion of work: means completion of the Entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10. Day: means the calendar day.
- 1.11. Defect: means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12. Department: means M. P. RAJYA SAHAKARI BANK MYDT.
- 1.13. Drawings: means drawing including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.14. Bank: means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Bank may delegate any or all functions to a person or body nominated by him for specified functions. The word Bank /Department wherever used denote the Bank.
- 1.15 Engineer: means the person named in the Contract Data.
- 1.16 Engineer in charge: means the person named in the Contract Data.
- 1.17 Equipment: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 Government: means Government of Madhya Pradesh.
- 1.19 In Writing: means communicated in written form and delivered against receipt.
- 1.20 Material: means all supplies, including consumables, used by the Contractor for incorporation in the work.
- 1.21. Stipulated period of completion: means the period in which the Contractor is required to complete the work. The stipulated period is specified in the Contract Data.
- 1.22. Specification: means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.23. Start Date: means the date of signing of agreement for the work.
- 1.24. Sub-Contractor: means a person or corporate body who has a Contract with the Contractor, duly authorized to carry out a part of the construction work under the Contract.
- 1.25. Temporary Work: means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- 1.26. Tender/Bid, Tenderer/Bidder: are the synonyms and carry the same meaning where ever used.
- 1.27. Variation: means any change in the work which is instructed or approved as variation under this contract.
- 1.28. Work: The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. Words indicating the singular also include the plural and vice versa.
- c. provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- d. "written" or "in writing" means hand-written, type-written, printed or electronically made, and-resulting in a permanent record;

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders (ITB, Bid Data Sheet with all Annexures)
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and the Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid'
8. Agreement, and
9. Any other documents), as specified.

3. Language and Law

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

4. Communications

All certificates, notice or instruction to be given to the Contractor by Bank/Engineer shall be sent to the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contact details for communication with the Bank/Engineer shall be as per the details given in the Contract Data. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in- Charge.

5. Subcontracting

Not permitted.

- a. Following shall not form part of subcontracting:
 - i. Hiring of labour through a labour contractor.
 - ii. The purchase of Materials to be incorporated in the works.
 - iii. Hiring of plant & machinery

6. Personnel

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure 1-3 of Bid Data Sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- (a) Which is beyond a Party's control,
- (b) Which such Party could not reasonably have provided against before entering into the Contract,
- (c) Which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) Which is not substantially attributable to the other Party. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war.
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - (V) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 7.2. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3. For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of price adjustment clause.
- 7.4. The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2. All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone.

9. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Bank against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. Contractor to Construct the Works

- 10.1. The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the **Contract Data**.
- 10.2. In the case of any class of work for which there is no such specification as is mentioned in Contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3. The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools and implements, and generally of all means used for the fulfillment of this contract whether such means may or may not be approved or recommended by the Engineer.

11. Discoveries

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

12. Dispute Resolution System

- 12.1. No dispute can be raised except before the Competent Authority as defined in Contract Data in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2. No dispute can be raised after 45 days of its first occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Bank shall not be liable for claims arising out of such dispute.
- 12.3. The Competent Authority shall decide the matter within 45 days.
- 12.4. Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract Data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5. Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh *Madhyastham Adhikaran Adhiniyam, 1983*.
- 12.6. The Contractor shall have to continue execution of the Works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control Program

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order and timing for all the activities for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Program.
- 13.3 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 13.5 The Engineer's approval of the Program shall not alter the Contractor's obligations.

14. Extension of Time

- 14.1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-Charge shall forward the aforesaid application to the Competent Authority as prescribed.
- 14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause- 15 of this agreement.
- 14.3 In case the work is already in progress, the Contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. Compensation for delay

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data.
- 15.5 In the event of delay in execution of the Works as per the timelines mentioned in the Contract Data the Engineer-in-charge shall retain from the bills of the Contractor amount equal to the liquidated damages livable until the Contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6 If the Contractor is given extension of time after liquidated damages have been paid, the Engineer in Charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the Contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against the liquidated damages levied.

16. Contractor's quoted percentage

The Contractor's quoted percentage rate referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material-supplied by the department.

C. Tests

- 17.1 The Contractor shall be responsible for:
 - a. Carrying out the tests prescribed in specifications, and
 - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 17.2 The contractor shall have to establish field laboratory within the time specified and having such equipment's as are specified in the Contract Data.
- 17.3 Failure of the Contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

18. Correction of Defects noticed during the Defect Liability Period

- 18.1 The Defect Liability Period of work in the contract shall be as per the Contract Data.
- 18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.
- 18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

19. Variations - Change in original Specifications, Designs, and Drawings etc.

19.1 The Engineer-in-charge shall have power to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Bank shall be conclusive as to such proportion.

20. Extra items

- 20.1 All such items which are not included in the priced BOQ shall be treated as extra items.

21. Payments for Variations and / or Extra Quantities

21.1 The rates for such additional (Extra quantity), altered or substituted work / extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-

- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
- b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.
- c. If the rates for the altered or substituted work are not provided in applicable SOR - such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.
- d. If the rates for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above - then the rates for such composite work items shall be worked out on the basis of the concerned Schedule of Rates minus/plus the percentage quoted by the contractor.
- e. If rates for a particular part or parts of the item is not in the Schedule of Rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract Data on the basis of the rate analysis derived outprevailing market rates when the work was done.
- f. But under no circumstances, the contractor shall suspend the work on the plea of non-acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by the Engineer in Charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.

22. No compensation for alterations in or restriction of work to be carried out.

- 22.1 If at any time after the commencement of the work, the Engineer-in-charge, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out; the Engineer-in-charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department may be entitled to recover such sum by:

- (a) Appropriating, in part or whole of the Performance Security and Additional Performance Security, if any; and/or Security Deposit and / or any sums payable under the contract to the contractor.
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contract of the department, including the securities which become due for release.
- (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the *M.P. Land Revenue Code*.

25. Tax

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the commercial tax and other Levies, duties, cess,, toll, taxes of Central and State Governments, local bodies and authorities.
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in Respect of materials actually consumed on public work, shall be borne by the Contractor.
- 25.3 Any changes in the taxes due to change in legislation or for any other reason shall not be payable to The contractor.

26. Check Measurements

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or 'otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1 If the Contractor fails to carry out any obligation under the Contract, the Engineer in Charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in Charge shall be entitled to terminate the Contract if the Contractor
 - a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial security as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data;
 - g. If the contractor, in the judgment of the Engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.

- 27.3 In any of these events or circumstances, the Engineer in Charge may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (g) of clause 27.2, the Engineer in Charge may terminate the Contract immediately.
- 27.4 Notwithstanding the above, the Engineer-in-Charge may terminate the Contract for convenience by giving notice to the Contractor

28. Payment upon Termination

- 28.1 If the contract is terminated under clause 27.3, the engineer shall issue a certificate for value of the work accepted on final measurements, less Advance Payments and Penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-Charge and shall be final and binding on both the parties.
- 28.2 Payment on termination under clause 27.4 above-
If the Contract is terminated under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, 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.
- 28.3 If the total amount due to the Bank exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in the Bid Data Sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and additional performance security, if any, remains valid for the period as specified in the Contract Data. (as applicable)

30. Security Deposit-

- 30.1 Security Deposit 5%(Five percent) shall be deducted from each running bill at the rate as specified in the Contract Data.
- 30.2 The Security Deposit shall be refunded after completion of Defect Liability Period.

31. Payment Certificates

The payment to the contractor will be as follows for construction work:

- (a) The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- (b) The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer-in-charge.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- (f) All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.
- (g) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (h) Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.
- (i) Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.
- (j) The payment of final bill shall be governed by the provisions of clause 36 of GCA.

E. Finishing the Contract

32. Completion Certificate

- 32.1 A Completion Certificate in the prescribed format in Contract Data shall be issued by the Engineer-in-Charge after physical completion of the Work.
- 32.2 After final payment to the Contractor, a Final Completion Certificate in the prescribed format in the Contract Data shall be issued by the Engineer-in-Charge.

33. Final Account

- 33.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the Competent Authority as defined in the Contract Data, who shall decide on the amount payable to the Contractor after hearing the Contractor and the Engineer in Charge.
- 33.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalized the account and issue a payment certificate within 28 days.

F. Other Conditions of Contract

34. Currencies

All payments will be made in Indian Rupees.

35. Labour

- 35.1 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.
- 35.2 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.

36. Compliance with Labour Regulations

- 36.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, 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 in the Contract Data. The Contractor shall keep the Bank indemnified in case any action is taken against the Bank by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments .. If the Bank is caused to payor reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Bank shall have the right to deduct from any money due to the Contractor including his ~amount of performance security. The Bank/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 Bank. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Bank at any point of time.

37. Audit and Technical Examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not to, have been executed, the Contractor shall be liable to refund the amount of overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the Contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Contractor.

38. Death or Permanent Invalidity of Contractor

If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in clause 28.2 of the contract agreement. However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

39. Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be subjected to the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

40. Other Conditions: -

1. The Contractor /Firm who are at time of submission of the Bid the bidder have valid registration with the Government of MPPWD/CPWD in the appropriate class and Experience of having successfully executed. If applicable
 - (a) There similar work each costing not less than the amount equal to 20 % of the probable amount of contract during the least 3 financial years , or Two similar work each costing not less than the amount equal to 30 % of the probable amount of contract during the least 3 financial years . or One similar work each costing not less than the amount equal to 50 % of the probable amount of contract during the least 3 financial years.
 - (b) The height of the building for which face lifting and renovation work has proposed is above 30 M height .Hence the contractor /Firm who have adequate experience as per above for the building of more than 21 M height or above will be eligible for the participation in the tender and submitted the photographs for reference if applicable .
2. Earnest money should be submitted in the shape of Bank Draft payable in favour of ‘**M.P. RajyaSahakari Bank Mydt**’ payable at Bhopal (M.P.). The original demand draft of earnest money should deposited along with related documents for qualifying criteria in the office on or before -----2024 up to 04:00 p.m. failing which Tender will not be opened. The Scanned copy of the E.M.D. should be Uploaded in the tender. **As applicable or through online**
3. The Time allowed for completion of work is inclusive of rainy season.
4. The qualifying tenderers bid will be opened on 16/04/2024 at 4:30 pm .
5. The price Bid will be opened on 23/04/2024 at 4:30 pm in presence of tenderers or their authorized representative who so ever may be present.
6. If the due date of obtaining of tenders happens to be a Bank holiday than the tenders will be opened on next working day.
7. Information regarding work can be obtained from building sections of the Bank during office hours.
8. The Bank reserves its right to reject any or all the tenders without assigning any reason.

In charge Managing Director

CONTRACT DATA SHEET

GCC Clause	Particulars	Data
1.14	Bank	Managing Director, Apex Bank, Bhopal
1.15	Engineer	Apex Bank, Bhopal
1.16	Engineer in Charge	Apex Bank, Bhopal
1.22	Stipulated Period of Completion	03 months
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per 'Annexure-G
	Address & contact details of the Bank/ Engineer – phone, Fax, e-mail.	Managing Director, Apex Bank, New Market, Bhopal
5	Subcontracting permitted for the Contract Value	Not permitted
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical Personnel not employed	Rs thirty thousand per month for each Graduate Engineer and Rs eighteen thousand per month for each Diploma Engineer
10	Specifications	As per 'Annexure - D
	Drawings	As per 'Annexure - N'
12	Competent Authority for deciding dispute under Dispute Resolution System	Managing Director, Apex Bank
	Appellate Authority for deciding dispute under Dispute Resolution System	Madhya Pradesh Rajya Sahakari Bank Maryadit New Market, Bhopal M.P.
13	Period for submission of updated construction program	(a) Every one months or (b) at the end of every milestone, whichever is less
	Amount to be withheld for not submitting construction program in the prescribed period	@ 1 % (one) percent of contract amount, subject to a maximum of Rs. 50,000/- .
14	Competent Authority for granting Time Extension	Managing Director, Apex Bank
15	Milestones laid down for the contract	Yes
	If Yes, details of Milestones	As per below, if not mentioned in Annexure -O: Mile Stone 1:- 1/8th of the whole work before 1/4th of the whole time allowed has elapsed, Mile Stone 2:- 3/8th of the whole work before 1/2th of the whole time allowed has elapsed Mile Stone 3:- 3/4th of the whole work before 3/4th of the whole time allowed has elapsed

GCC Clause	Particulars	Data
	Liquidated damage	As per 'Annexure - P'
16	List of equipment for lab	As per 'Annexure - Q'
	Time to establish lab	30 days from date of signing of the Agreement
	Penalty for not establishing field Laboratory	1% of Contract Amount per month, subject to a maximum of Rs. 50,000/- per month of delay
17	Defect Liability Period	12month to execute, complete and maintain works in accordance with agreement and special conditions of contract (SCC) after issue of physical completion certificate as per "Annexure-U" Note: in accordance with clause 18.3 (GCC), the Engineer in Charge shall intimate the contractor about the cost assessed, for making good the defects, and If the contractor has not corrected defects, action for correction of defects shall be taken by the Engineer in Charge as below: (a) deploy departmental labour and material or (b) engage a contractor by issuing a work order at contract rate/SOR rate or (c) sanction supplementary work in a existing agreement to a contractor for zonal works or similar other work or (d) invite open tender or (e) combination of above
18	Competent Authority for determining the rate	ENGINEER IN CHARGE , Apex Bank, Bhopal
19	Any other condition for breach of contract	Yes as below: If the contractor fails to achieve 50% financial progress in any milestone and /or fails to achieve 75% financial progress in two consecutive mile stones
20	Penalty	Penalty Shall include : (a) Security deposit as per clause 30 of General Conditions of Contract, and (b) Liquidated Damages imposed as per clause 15 or Performance Security (Guarantee) including Additional Performance Security (Guarantee) , if any, as per clause 29 of General Conditions of Contract, whichever is higher
21	Performance guarantee (Security) shall be valid up to	As per Apex Bank Norms
22	Security Deposit to be deducted from each running bill	At the rate of 5% of Gross Amount of Running Bill
	Maximum limit of deduction of Security Deposit	Up to 5% of Final Contract Amount. Will be refunded after Defect Liability Period.
23	Clause 31.1(1)Price adjustment shall be applicable	Not applicable

GCC Clause	Particulars	Data
24	Clause 32.1 Mobilization and Construction Machinery Advance Applicable	No Mobilization and Construction Machinery Advance Payable
	Clause 32.2 If yes, Unconditional Bank Guarantee	Not Applicable
	Clause 32.3 If yes, Rate of interest chargeable on advances	Not Applicable
	Clause 32.4 If yes, Type & Amount of Advance payment that can be paid	Not Applicable
	Clause 32.5 If yes, Recovery of advance payment	Not Applicable
25	Clause 33.1 Secured Advance Applicable	Not Applicable
	Clause 33.2 if yes, Unconditional Bank Guarantee	Not Applicable
	Clause 33.2 if yes, Amount of Secured Advance	Not Applicable
	Clause 33.3 if yes, Conditions for secured advance	Not Applicable
	Clause 33.4 if yes, Recovery of Secured advance	Not Applicable
26	Completion Certificate – after physical completion of the Work	As per 'Annexure - U'
	Final Completion Certificate – after final payment on completion of the Work	As per 'Annexure- V'
27	Competent Authority	Managing Director, Apex Bank, Bhopal
28	Salient features of some of the major labour laws that are applicable	As per 'Annexure-W'
29	Competent Authority	Engineer in charge, Apex Bank, Bhopal

Annexure – N

(See Clause-10 of Section 3 – GCC)

Annexure – O

(See Clause-15 of Section 3 – GCC)

DETAILS OF MILESTONES

DETAILS OF MILESTONE FOR THE WORK OF: Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situating at all M.P.) Subhash Yadav Bhavan, Training College and Guest House

Probable amount of Contract : Rs.9500000+ GST
Completion Period : ----months

S.No.	Milestone	Period in Months and days	Amount of Milestone Concerned Rs.	Up to date (Progressive Amount)
1	1 st Milestone A x 1/3	1 months		
2	2 nd Milestone A x 2/3	1 months		
3	3 rd Milestone Ax 3/3	1 months		
		Total		

Annexure – P

(See Clause-15 of Section 3 – GCC)

Compensation for Delay

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor/the Bank shall retain an amount from the sums payable and due to the contractor as per following scale -

- i. Slippage up to 25% in financial target during the milestone under consideration - 2.5% of the work remained unexecuted in the related time span.
- ii. Slippage exceeding 25% but Up to 50% in financial target during the milestone under consideration 5% of the work remained unexecuted in the related time span ..
- iii. Slippage exceeding 50% but Up to 75% in financial target during the milestone under consideration -7.5% of the work remained unexecuted in the related time span ..
- iii. Slippage exceeding 75% in financial target during the milestone under consideration -10% of the work remained unexecuted in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Bank's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to a maximum of 10% of contract price. The decision of MD shall be final and binding upon both the parties.

Annexure – Q
(See Clause-17 of Section 3 – GCC)
N/A

Annexure – R
(See Clause-31 of Section 3 – GCC)
N/A

Annexure - S
(See clause 32 at Section 3 -GCC)

Bank Guarantee Form for Mobilization and Construction Machinery Advance – NOT APPLICABLE

Annexure -T
(See clause 33 of Section 3 -GCC)

Bank Guarantee Form for Secured Advance – NOT APPLICABLE

Annexure - U
(See clause 35 of Section 3 -GCC)

Physical Completion Certificate

Name of Work: **-Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all MP) Subhash Yadav Bhavan, Training College and Guests House**

Agreement No : Date

Amount of Contract Rs

Name of Agency:

Used M B No.

Last measurement recorded

a. Page No.& MB No.

b. Date

Certified that the above mentioned work was physically completed on (date) and taken over on (date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Managing Director

Annexure - V
(See clause 35 of Section 3 -GCC)
Final Completion Certificate

Name of Work: **Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Sited at all MP) Subhash Yadav Bhavan, Training College, Guest House**

Amount of Contract Rs

Name of Agency:

Used M B No.

Last measurement recorded

a. Page No. & MB No.

b. Date

Certified that the above mentioned work was physically completed on (date) and taken over on (date)

Agreed amount Rs

Final Amount paid to contractor Rs

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Managing Director

Annexure - W
(See clause 39 of Section 3 -GCC)

Salient Features of Some Major Labor Laws Applicable

- 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 Bank 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 Bank by Law. The principal Bank 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 Bank if they employ prescribed minimum (say 20) or more contract labour.
- f) Minimum Wages Act 1948: - The Bank 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 is 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, 10, or 50). The Act provides for laying down rules governing the conditions of employment by the Bank on matters provided in the Act and gets 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 Banks. 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 laboris 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 other 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 carryon 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 Bank 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 Bank 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 3
Conditions of Contract
Part - II Special Conditions of Contract [SCC]

Since the work is of relevant experience as per Bid data sheet is required.

SECTION 4
BILL OF QUANTITIES (BOQ)

General Description of work: Supply, Installation and Commissioning of a new IP-Based CCTV Camera System at Bank Branches (Situated at all MP)Subhash Yadav Bhavan, Training College and Guest House
Probable Amount of Contract: 9500000.00

(Rs. In Figure) Rs.95,00,000/-,(Rs. In Word s Ninety -FiveLakh) Only

S. No.	Particulars of Item of Work	Quantity	Unit	Rate	Amount (in figure)	Amount (in words)	Remarks
I	II	III	IV	V	VI	VII	VIII
As Per Schedule Attached							
	Total Amount (Rs. In Figure)						

Total Amount (Rs. In Words):_____ Only.

In charge Managing Director

**SECTION 5
AGREEMENT FORM**

AGREEMENT

This agreement, made on the _____ day of _____ between _____(name and address of Bank) (hereinafter called " the Bank) and _____(name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Bank is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the, Bank 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 WITNESSED 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 Bank to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Bank to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Bank 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. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data v. Bid Data vi. Drawings
 - vii. Bill of Quantities and
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

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

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

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Bank _____

Binding Signature of Contractor _____

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय

: आदेश :

भोपाल, दिनांक 05, अगस्त 2017

क्रमांक एफ 58/15/17/19/यो:माल एवं सेवा कर (जी.एस.टी.) दिनांक 01 जुलाई 2017 से लागू कर दिया गया है। सभी वर्क कान्ट्रैक्ट पर अब जी.एस.टी. देय होगा। सामान्य प्रशासन विभाग के आदेश क्रमांक एफ 19-51/2017/1/4/ दिनांक 24.07.2017 द्वारा गठित समिति की बैठक दिनांक 26.07.2017 में की गई अनुशंसा के बिंदु क्रमांक-(2) के तारतम्य में लोक निर्माण विभाग द्वारा निर्णय लिया जाता है कि, भविष्य राज्य मद से वित्त पोषित कार्यों हेतु में जो भी निविदाएं आमंत्रित की जाएं, उनमें वित्तीय प्रस्ताव जी.एस.टी. राशि को छोड़कर (exclusive of GST) बुलवाए जाएं एवं देयक भुगतान के समय जी.एस.टी. की जो दर देयक पर लागू हो उसके अनुसार टैक्स का भुगतान शासन द्वारा पृथक से ठेकेदार को किया जाए। जी.एस.टी. से पृथक से भुगतान करने हेतु संबंधित निविदाकार/सेवा प्रदाता का जी.एस.टी. में पंजीयन एवं नम्बर(GSTIN) होना अनिवार्य है। जी.एस.टी. को छोड़कर शेष समस्त कर, उपकर, लेवी, फी, टोल इत्यादि के भुगतान का दायित्व निविदाकार का होगा, तथा यह माना जाएगा कि निविदाकार द्वारा प्रस्तुत वित्तीय प्रस्ताव (Financial offer) में उपरोक्त राशि का भुगतान सम्मिलित है।

यह आदेश तत्काल प्रभावशील होगा।

मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार

(चन्द्र प्रकाश अग्रवाल)

सचिव

मध्यप्रदेश शासन
लोक निर्माण विभाग

भोपाल, दिनांक 05, अगस्त 2017

पृ.क्रमांक क्रमांक एफ 58/15/17/19/यो - 4295
प्रतिलिपि -

1. प्रबंध संचालक, मध्यप्रदेश सड़क विकास निगम, भोपाल।
2. प्रमुख अभियंता, लोक निर्माण विभाग, म.प्र.भोपाल।
3. परियोजना संचालक, (पी.आई.यू.), लोक निर्माण विभाग, भोपाल।
4. समस्त मुख्य अभियंता, लोक निर्माण विभाग परिक्षेत्र, मध्यप्रदेश।
5. समस्त अतिरिक्त परियोजना संचालक, (पी.आई.यू.), लोक निर्माण विभाग परिक्षेत्र, मध्यप्रदेश।
6. समस्त अधीक्षण यंत्री, लोक निर्माण विभाग मण्डल परिक्षेत्र, मध्यप्रदेश।
7. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग संभाग परिक्षेत्र, मध्यप्रदेश।
8. निज सचिव, माननीय मंत्री, म.प्र.शासन, लोक निर्माण विभाग।


सचिव
मध्यप्रदेश शासन
लोक निर्माण विभाग

मध्यप्रदेश शासन
लोक निर्माण विभाग
मंत्रालय, भोपाल

क्रमांक एफ 53/2/2011/यो/19/2822 भोपाल, दिनांक 10 अगस्त, 2022

//आदेश//

क्रमांक एफ-3/02/2022/यो/19 : मध्यप्रदेश शासन, लोक निर्माण विभाग के समस्त कार्यक आदेश दिनांक 25.10.2011 एवं आदेश दिनांक 02.06.2016 के द्वारा निविदा में अत्यवहारिक दरों को हतोत्साहित करने के उद्देश्य से, ऐसी निविदाओं, जिनमें निविदा दर 15 प्रतिशत से कम भी आती है, उनमें अनुबन्ध के पूर्व सफलतम निविदाकार (L-1) ठेकेदार से अतिरिक्त परफारमेंस गारंटी (Additional Performance Guarantee) लिये जाने हेतु मार्गदर्शी सिद्धान्त जारी किये गये हैं। वर्तमान में विभाग में प्रचलित निविदा प्रपत्र 2.10 की बिड डाटा शीट की कक्षिका 22 में अतिरिक्त परफारमेंस गारंटी (Additional Performance Guarantee) के संबंध में प्रावधान प्रमुख अभियंता द्वारा किया गया है, जिसके अनुसार अतिरिक्त परफारमेंस गारंटी (Additional Performance Guarantee) की राशि की गणना सफलतम निविदाकार (L-1) द्वारा प्रस्तुत एस.ओ.आर. से कम दर एवं 15 प्रतिशत से अधिक कम दर के अन्तर के प्रतिशत को Contract Amount (अनुबंधित राशि) से गुणा करके किया जा रहा है।

2/ राज्य शासन एसाद द्वारा, पूर्व में अतिरिक्त परफारमेंस गारंटी (Additional Performance Guarantee) की राशि की गणना के संबंध में जारी समस्त आदेशों को अधिक्रमित करते हुए निम्नानुसार निर्देश प्रसारित करता है-

2(i) लागू एस.ओ.आर की तुलना में प्राप्त न्यूनतम निविदा दर (L-1) 10 प्रतिशत से अधिक नीचे (more than ten Percent below) होने पर निविदा दर पर अत्यवहारिक दर (unworkable rates) माना जाएगा। अत्यवहारिक दरें (unworkable rates) प्राप्त होने पर सफलतम निविदाकार (L-1) से प्राप्त निविदा राशि (Contract Amount) एवं एस.ओ.आर. से 10 प्रतिशत कम की निविदा राशि (Cost of PAC @ 10 percent below) के अन्तर की राशि अतिरिक्त परफारमेंस गारंटी (Additional Performance Guarantee) के रूप में ली जावे।

/2/

2(ii) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) हेतु अतिरिक्त परफारमेंस गारन्टी (Additional Performance Guarantee) की राशि लिये जाने की सूचना निविदा स्वीकृति की सूचना (Letter of acceptance) के साथ ही दी जावे एवं यह उसी प्रारूप में लिया जावे, जिस प्रारूप में अरनेस्ट मनी/निविदा की परफारमेंस गारन्टी (Earnest Money/ Contract Performance Guarantee) ली जाती है।

2(iii) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) के लिए अतिरिक्त परफारमेंस गारन्टी (Additional Performance Guarantee) की राशि लेने के उपरान्त ही अनुबंध निष्पादित किया जावे।

2(iv) उपरोक्तानुसार अव्यवहारिक दरों (unworkable rates) के लिए ली गई अतिरिक्त परफारमेंस गारन्टी (Additional Performance Guarantee) की राशि चेक/बैंक द्वारा वापस आने के अनुसार सम्पादित कराये गये कार्यों की मात्रा के अनुपात में समय-समय पर चल देयकों से विमुक्त (Release) की जावे। जिसके संबंध में शासन द्वारा आदेश क्रमांक एफ-53/2/2011/ यो/19/2907, दिनांक 11.07.2018 जारी किया गया है।

3/ उपरोक्तानुसार अतिरिक्त परफारमेंस गारन्टी (Additional Performance Guarantee) की राशि की गणना के लिए निम्नानुसार गणितीय विधि अपनाई जावे:-

3(अ) यदि निविदा की अनुमानित लागत (PAC) 100 लाख है तथा सफलतम निविदाकार (L-1) द्वारा 20 प्रतिशत Below SOR की दर पर अनुबंध करने के लिए :-

- शासन द्वारा मान्य व्यवहारिक दर (workable rates) 10% (प्रतिशत) एस.ओ.आर. से कम की राशि के अनुसार अनुबंध की राशि (Amount of Contract) = $100 \times 10\%$ = 10 लाख, $100 - 10 = 90$ लाख.
- अतिरिक्त परफारमेंस गारन्टी (Additional Performance Guarantee) की राशि \Rightarrow शासन द्वारा मान्य व्यवहारिक दर (Workable rate) 10% एस.ओ.आर. से कम की राशि के अनुसार अनुबंधित राशि (Amount of Contract) i.e. 90 लाख - वास्तविक रूप से किये जाने हेतु अनुबंधित राशि (Actual Amount of contract) i.e. 80 लाख = रु. 10.00 लाख होगी।


3 (ब) यदि सफलतम निविदाकार (L-1) द्वारा 30 प्रतिशत एस.ओ.आर. से कम दर दी जाती है तो अनुबंध करने के लिए :-

- अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि की गणना शासन द्वारा मान्य व्यवहारिक दर (workable rates) 10 प्रतिशत के अनुसार राशि i.e. 90 लाख - सफलतम निविदाकार (L-1) द्वारा दी गई दर के अनुसार वास्तविक अनुबंधित राशि (Actual Amount of Contract) = (90 - 70) = 20.00 लाख होगी।

अतः यदि 30 प्रतिशत एस.ओ.आर. से कम दर सफलतम निविदाकार (L-1) द्वारा दी जाती है तो अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि उपरोक्तानुसार रु. 20 लाख ही ज्ञाने।

4/ उक्त आदेश तत्काल प्रभाव से लागू किया जाता है एवं इसे जारी किये जाने की तिथि के परन्तत् आमंत्रित सभी निविदाओं में Bid Data Sheet की कड़िका क्र. 22 के प्राक्खान में जोड़ा जावे। वहां यह स्पष्ट किया जाता है कि विभाग में इस आदेश के जारी किये जाने की तिथि के पूर्व सम्पादित किये गये अनुबंधों में पूर्व से ही गई अतिरिक्त परफारमेंस गारन्टी (Additional Performance Gaurantee) की राशि पर कोई विपरीत प्रभाव नहीं होगा।


मध्यप्रदेश के राज्यपाल के नाम से
तथा आदेशानुसार


(आर.के. मेहरा)
सचिव
मध्यप्रदेश शासन
ग्रो.क. निर्माण विभाग

पृ.क्रमांक एफ-3/02/2022/यो/19/2823 भोपाल, दिनांक 10 अगस्त, 2022

प्रतिलिपि-

1. प्रमुख अभियंता, लोक निर्माण विभाग, भोपाल।
 2. परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. भोपाल।
 3. प्रबंध संचालक, एम.पी.आर.डी.सी.।
 4. प्रबंध संचालक, बी.डी.सी.।
 5. समस्त मुख्य अभियंता, लोक निर्माण विभाग, मध्यप्रदेश।
 6. समस्त अतिरिक्त परियोजना संचालक, लोक निर्माण विभाग, पी.आई.यू. मध्यप्रदेश।
 7. समस्त अधीक्षण यंत्री, मण्डल कार्यालय, लोक निर्माण विभाग, म.प्र.।
 8. समस्त कार्यपालन यंत्री, लोक निर्माण विभाग संभाग, मध्यप्रदेश।
 9. समस्त संभागीय परियोजना यंत्री, लोक निर्माण विभाग, पी.आई.यू. मध्यप्रदेश।
 10. शिखर सचिव, माननीय मंत्रीजी, लोक निर्माण विभाग, भोपाल।
- की और सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।


सचिव
मध्यप्रदेश शासन
लोक निर्माण विभाग

10.08.2022

Annexure 01

Dealership Certificate Template

(NAME OF FRANCHISER)

CERTIFICATE OF DEALERSHIP

This is to certify that

(NAME OF THE PROPRIETOR)

of (NAME OF THE FRANCHISEE) is an AUTHORIZED DEALER of (NAME OF FRANCHISER).

Given this (DATE)

Authorized Signatory and Seal

Annexure 02

Undertaking by Original Equipment Manufacturer (OEM)

(To be submitted in Original on Letterhead)

Date:

NAME OF OEM:

ADDRESS OF OEM:

Sub: Undertaking by Original Equipment Manufacturer against tender No. _____
dated _____ for Supply, Installation & Commissioning of CCTV SYSTEM.

Dear Sir,

We, M/s _____ (*Name of the OEM*) having registered office at _____
(*Address of the OEM*) by virtue of being original equipment manufacturer for
_____ (*Name of the product/s*), hereby authorize M/s
_____ (*Name of the bidder*) having their office at
_____ (*Address of bidder*) to submit quote, supply, install and provide after sales
support for our range of products quoted by them to meet the
abovementioned tender requirements.

M/s _____ (*Name of the OEM*) within the scope of requirement as per the
tender mentioned above undertake to provide technical & other support towards fulfilling the requirements of installation,
commissioning, benchmarking, acceptance criteria and product warranty services of the HPC Cluster System to be supplied and
installed at IPR by our authorized representative M/s (*Name of bidder*) against said tender.

We will support M/s _____ (*Name of the bidder*) on regular basis with all hardware, software related issues,
technology and product updates and extends comprehensive support during the entire warranty period.

The undersigned is authorized to issue such authorization on behalf of M/s _____
(*Name of the OEM*)

For M/s _____ (*Name of the OEM*)

Signature & company seal Name

Designation

Email/Mobile

No.

Annexure 03
MANUFACTURER AUTHORIZATION FORM (In letterhead of OEM)

Ref No:

Dated:

To

Managing Director
M.P. Rajya Sahakari Bank
T.T. Nagar, New Market
Bhopal-MP

Sub: Authorisation Letter to M/s for the participation in the bid.

Ref: Your GEM Bid No: <No> Dated <DD/MM/YYYY>

Sir,

We (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing/development locations) do hereby authorize M/s (name and address of the Bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment/software manufactured/developed by us.

We herewith certify that the above-mentioned equipment/devices/software products are not end of the life and we hereby undertake to support these equipment /devices/software for the duration of minimum 01 year of onsite comprehensive warranty, and 03 years of AMC thereafter from the date of commissioning of the project.

We also meet all the conditions of Section IV – OEM Eligibility Criteria.

Yours faithfully.

For and on behalf of M/s, (Name of the manufacturer)

Signature:

Name

Designation:

Address

Date

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure 04

CA CERTIFICATE (In letterhead of the CA)

Ref No:

Dated:

To

Whosoever it may concern

We have examined the books of accounts of (name and address of the bidder) having its office at (address of the bidder) and hereby certify the following financial parameters of the company:

Amount in Rs. lacs

Financial Year	Turnover of the Company	Net worth
2020-21		
2021-22		
2022-23		
Total		

Average of turnover of the company in these three years: Rs. lacs.

This is further certified that we obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purpose of issuance of this certificate.

.....

For and on behalf of M/s, (Chartered Accountant)

Seal and Signature

Date and place

Yours faithfully

(Authorized Signatory)

Name and Designation:

Address

Date and time

CA Seal

Annexure 05

UNDERTAKING TO BE GIVEN BY THE BIDDER and OEM ALONG WITH THE BID REGARDING BLACKLISTING/ BANKING (on RS 100 STAMP PAPER)

(On letterhead of OEM & Bidder Both but separately)

I, _____ representing the Bidder Company responding to the Bid invitation vide Tender No. _____ hereby sincerely and solemnly affirm and state as follows:

We, _____ (Name of bidder) or our promoter's firm(s) have not been banned/ black-listed/ debarred by any Govt. Department/ undertaking or Power Utility for non-performance or malpractice or due to any reason.

It is certified that the information furnished above is true to the best of my knowledge and belief. It is hereby undertaken that in the event of any of the above information found to be false or incorrect at a later date, Banks is entitled to terminate the Contract/ Agreement entered into besides recovering damages as may be found necessary, with due notice.

Signature of the Authorized Representative

Annexure 06

Undertaking to be given by BIDDER and OEM as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division(on RS 100 STAMP PAPER)

(On letterhead of OEM & Bidder Bothbut separately)

Ref: Tender No.:

- I have read the clause regarding restriction on procurement from a bidder of a country that shares a Land border with India.
- I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority.
- I hereby certify that these quoted products; its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise buyer reserves the right to take legal action on us.

(Signature)
Authorized Signatory

Details of Service Centers

(ON LETTER HEAD OF OEM)

Name of the authorized representative of the agency :

Name of the agency :

Address in Full :

As an agency submitted bid for the implementation of CCTV SYSTEM for Apex Bank, we hereby undertake that repair and service of the installed CCTV SYSTEM under the project will be done by our firm directly or through service center appointed by us detailed below.

Sl.No.	Name and Address of Service Centre	Contact nos. and Email ID	Districts Covered

A Service call will be attended within 48 hrs. and will be rectified within 7 days of time from the date of receiving complaint.

Office Seal

Signature

Name

Details of Locations and Items

Locations and Address of Sites of MP Rajya Sahakari Bank where the CCTVs have to be installed, and the number of Cameras and other accessories

S.No.	Location & Address	No. of Dome Camera	No. of bullet Camera	No. of NVR	
				08 Chanel	16 Chanel
1.	Head Office, T.T. Nagar, Bhopal	11	05	0	01
2.	Training college, 4, Kotra Sultanabad, Bhopal	11	05	0	01
3.	Shubhash Yadav Bhawan	11	05	0	01
4.	Main Branch, T.T. Nagar, Bhopal	12	04	0	01
5.	Vijay Nagar Branch, 10, Adarsh Machenic Nagar, Scheme No. 14, A.B. Raod, Indore	12	04	0	01
6.	Jabalpur Branch, Plot Schem 18A, Civik Centre, Near Madatal, Wright Town, Jabalpur	12	04	0	01
7.	Gwalior Branch, Jiwaji Chaowk, Lashkar, Gwalior	06	02	01	-
8.	Sagar Branch, Jawahar Ganj, Ward, Sagar	06	02	01	-
9.	Bharatpuri Branch, Administrative Area, Behind Income Tax Building, Ujjain	12	04	0	01
10.	Rewa Branch, Sudhar Nyas Bhawan, Rewa	06	02	01	-
11.	Khargone Branch, Jawahar Marg, Khargone	12	04	0	01
12.	Arera Colony Branch, E-5, Arera Colony, Bhopal	06	02	01	-
13.	M.P. Nagar Branch,	06	02	01	-
14.	Piplani Branch,	06	02	01	-
15.	Kotra Branch, 4, Kotra Sultanabad, Bhopal	06	02	01	-
16.	Ibrahimpura Branch,	06	02	01	-
17.	Hamidia Raod Branch,	06	02	01	-
18.	Gulmohar Branch,	06	02	01	-
19.	Kolar Road Branch,	06	02	01	-
20.	Awadhपुरi Brnach,	06	02	01	-
21.	Karond Branch,	06	02	01	-
22.	Nepier Town Branch, Mission Compound, Nepier Town, Jabalpur	06	02	01	-
23.	Rampur Branch, MPEB Campus, Rampur, Jabalpur	06	02	01	-
24.	Niharlpura Branch, 38 Nihalpura, Indore	06	02	01	-

S.No.	Location & Address	No. of Dome Camera	No. of bullet Camera	No. of NVR	
				08 Chanel	16 Chanel
25.	Burhanpur Branch, Madan Gopal Complex, Burhanpur	06	02	01	-
26.	Beema Nagar Branch, 10 Baikunthdham Mandasha Complex, Indore	06	02	01	-
27.	FreeGanj Branch, 01, Kamla Nehru Marg, Shahid Park, Freeganj, Ujjain	06	02	01	-
28.	Gwalior Branch Extn. Counter, City Centre Gwalior	05	03	01	-
29.	Guest House, E-5, Arera Colony, Bhopal	12	04	0	01
	TOTAL	224	80	20	09

Note - The number of Cameras and other accessories' quantity can be increased/decreased as per site requirement.

**Rates by the Bidder for Supply, Installation and Commissioning of IP Based CCTV of all Branches, Head Office,
Subhash Yadav Bhawan, Training College and Guest House**

S. No.	Item Title	SOR Sub-Item Number	Item Description	Unit	Quantity	Rate	Amount (Rs.)
1	2 MP IP Dome CAMERA	54.1.1	Supply, Installation testing and commissioning of the IP dome camera shall be equipped with a 1/2.8 2 MP progressive scan CMOS imager to capture full HD 1080p (25/30 fps) images, a 3.6 mm fixed lens, and a waterproof (IP66) enclosure. As a true day/night solution, the camera shall use smart IR technology and provide up to 98 ft (30 m) of IR illumination. The camera shall accept PoE (802.3af) or 12 V DC power input. min. illumination:-0.1 lux @F1.2, AGC ON, 0 lux with IR video compression :- H.264, noise reduction: 3DNR,backlight compensation :- BLC/HLC/DWDR, encode mode:- CBR/VBR (freely adjustable in CBR, 5 levels in VBR). UL listed	NOs	224		
2	2 MP IP BULLET CAMERA	54.2.1	Supply, Installation testing and commissioning of the IP bullet camera shall be equipped with a 1/2.8 2 MP progressive scan CMOS imager to capture full HD 1080p (25/30 fps) images, a 3.6 mm fixed lens, and a waterproof (IP66) enclosure. As a true day/night solution, the camera shall use smart IR technology and provide up to 98 ft (30 m) of IR illumination. The camera shall accept PoE (802.3af) or 12 V DC power input. min. illumination:-0.1 lux @F1.2, AGC ON, 0 lux with IR video compression :- H.264, noise reduction: 3DNR,backlight compensation :- BLC/HLC/DWDR, encode mode:- CBR/VBR (freely adjustable in CBR, 5 levels in VBR).	NOs	80		

3	8 Channel NVR with 2 SATA	54.20.1	Supply, installation testing and commissioning of 8 channel NVR. With 1080p real-time live view H.265/H.264MJPEG dual codec decoding up to 12 MP resolution preview & playback max 320 MBPS incoming bandwidth support 2 SATA HDDs up to 16TB, supports fisheye video de-warping in local and web user interface, supports visual or auditory notifications (a flashing light, bell, or siren) complete with UL certification	NOs	20		
4	16 Channel NVR with 4 SATA	54.22.1	Supply, installation testing and commissioning of 16 channel NVR with 1080p real-time live view H.265/H.264MJPEG dual codec decoding Up to 12 MP resolution preview & playback max 320 MBPS incoming bandwidth support 4 SATA HDDs up to 32TB, supports fisheye video de-warping in local and web user interface, supports visual or auditory notifications(a flashing light, bell, or siren) complete with UL certification	NOs	9		
5	8 port PoE switch with 2 SFP ports	54.27.1	Supply, installation testing and commissioning of 8 port PoE switch with 2 SFP ports, having security features like port security supports 64 MACs per port, auto surveillance VLAN, loopback detection automatically disables a port when a loop is detected, cable diagnostics allows administrators to determine cable status, UTP cat. 5, cat. 5e (100 m max.), full/half duplex for 10/100 MBPS, full-duplex for 1000 MBPS, auto MDI/MDIX adjustment for all twisted-pair ports, switching capacity, 40 GBPS, maximum 64 bytes packet forwarding rate, 14.88 MBPS, ports 1 to 8 compliant with 802.3at	NOs	38		
6	6 U cabinet	38.17.1	Supply, installation testing and commissioning of wall mounting rack, for computer switches /Patch Panel etc. 6U cabinet with min. Dimensions 366X600X600, wall mounting with 6 point 5 Amp. socket power supply strip, and fan, cable manager, tray as per Site requirement.	NOs	29		

7	4 pair shielded twisted pair (STP)	38.12	Supplying and drawing 4 pair shielded twisted pair (STP), 0.5 mm PVC insulated copper conductor un-armoured Cat-6 computer cable FRLS in existing surface/concealed, steel/PVC. conduit/casing-n-capping as required.	Metre	9150		
8	LED TV 32"	57.2.1	Supply, installation, testing & commissioning of L.E.D. Television (4K L.E.D. Display O.S. Webos /Android or equivalent, minimum 50 Hz refresh rate Min. 20 W speaker, Wifi/bluetooth enabled, minimum 2 HDMI & 1USB Port, i/c remote and wall/table top accessories)	NOs	29		
9	10 Metre, HDMI cord	38.15.4	Supply, installation testing and commissioning of High-Speed HDMI corrosion-resistant connector & braided cable, Supports Ethernet, 3D, 4K video, computers and other HDMI-enabled devices Black.	NOs	29		
10	4 TB Hard Disk	54.30.2	Providing and fixing of 4 TB hard disk	NOs	76		
11	PVC casing and capping (double fold)	17.1.2	Supplying and fixing PVC casing and capping (double fold) ISI marked along with accessories on surface etc. as required. PVC casing and capping (double fold) 25 mm x 12mm	Metre	4500		
			SUB TOTAL				
			GST				
			TOTAL				