CORRIGENDUM

Further to tender issued for "SPORTS LED LUMINAIRE – HIGH MAST" for existing MCA International Cricket Stadium at Gahunje, Pune, herewith revised tender is being published.

The name of work for the revised tender will be

NAME OF WORK: Survey, Design, Supply, Installation, Aiming, Testing, Commissioning, Operation and Maintenance (Five years after One Year DLP) of LED Luminaires and DMX systems at MCA International Cricket Stadium, Gahunje, Pune

This tender supersedes in entirety all previous versions of high mast sports lighting tender issued by MCA.

The detailed Tender is attached herewith.

For,

Maharashtra Cricket Association,

Hon. Secretary

TENDER DOCUMENT

FOR

Survey, Design, Supply, Installation, Aiming, Testing, Commissioning,

Operation and Maintenance

(Five years after One Year DLP) of LED

Luminaires and DMX systems

at

MCA International Cricket Stadium,
Gahunje, Pune

Darshan Medhi Architects + Aum Technologies
201, ARCHWAY, SOPANBAUG,
BALEWADI HIGH STREET,
PUNE 411 045
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TENDER NOTICE

1. Invitation

Sealed tenders are invited for the proposed LED Floodlighting system with DMX controls at MCA International Cricket Stadium, Pune. The scope of work is described in this document.

2. Procedure for obtaining the tender document

Tender Documents can be obtained from the MCA website by eligible bidders. The non-refundable tender fee of Rs. 10,000.00 (Rupees Ten Thousand) shall be submitted along with technical bid in the form Demand Draft in favor of Maharashtra Cricket Association (cheque or cash is not acceptable) payable at Pune. Application not accompanied tender fee will be rejected.

3. Dates for sale, submission and opening of bids

Tenders will be available on MCA Website up to 23.08.2023.

Tenders duly completed should be submitted at the MCA office on or before 11:30 am on 24.08.2023.

The tender shall be submitted by OFFLINE (HARD COPY) mode only. This is a 2-stage tender namely,

COVER No.1 - Technical Bid

COVER No. 2 - Financial Bid

First the Technical bids will be opened as per the mutual convenient time of the MCA and the Architect/PMC.

Then Financial bids will be opened of those bidders who will qualify the qualification criteria as per the mutual convenient time of the MCA and the Architect/PMC.

Bidder who qualifies in technical bid shall be eligible for opening of financial bid. Bidder who disqualifies in technical evaluation will not be considered for financial bid opening.

Bids shall not be submitted via Emails to MCA. Any bids (technical or financial bids) received via email shall be outrightly rejected.

4. Earnest Money Deposit

EMD ONLY in the form of Demand Draft shall be accepted. No cheque or cash or BG will be accepted against EMD. Bidder shall submit EMD for Rs. 10,00,000.00 (Rs. Ten Lacs Only) by Demand Draft In favors of "Maharashtra Cricket Association" payable at Pune along with the submission of technical bid. The DD should be drawn on a nationalized bank and should be put into a separate sealed envelope with the name of work and name of the bidder clearly written on it. This envelope should be put in another envelope containing the technical bid, which should be sealed.

5. Security Deposit

Successful bidder shall furnish Security deposit @ 5% of the contract price by bank guarantee in favor of Maharashtra Cricket Association for duration of the tender. On submission of the security deposit bank guarantee, earnest money deposited bank guarantee will be returned to successful bidder.

Security deposit shall be released after the total retention amount deducted from the successful bidders (hereinafter referred to as "Contractor") bills equals the amount of security deposit.

6. Performance Bank Guarantee:

On successful handover of the project the security deposited bank guaranty will be converted into performance bank guarantee. Validity shall be initially for one year (DLP) thereafter shall be extended covering performance period of 5 years.

7. Commencement of work

Immediately from the date of issuance of LOI/work order.

8. Time frame

The time frame for the completion of work shall be 40 days from the date of issuance of LOI/work order

9. Billing and payments

RA Bill amount should not be less than 25 lakh.

Interim bills shall be certified within 10 days from the date of their receipt in the prescribed format with required enclosures such as supporting document/s, challans, materials consumption sheets, design/s, calculation/s and sketches of measurement.

The Final bill shall be certified within 10 days from the date of their receipt in the prescribed format with required enclosures such as all bill supporting documents, challans, and materials consumption sheets, designs, calculations, and sketches of measurement marking which shall be attached with respective R.A. Bill and Final Bill

All incoming and outgoing materials including empty containers and bags challans will have to be signed by duly authorized Architect/PMC and entered into register.

Final bill shall be paid within 10 days from its date of certification by the Architect/PMC.

Architect/PMC is appointed by MCA and Architect/PMC fees also will be paid by MCA.

After issuing of LOI, successful bidder shall submit billing breakup for approval by MCA.

Payment Milestones

- a) 20% Mobilization Advance against submission of Bank Guarantee
- b) 50% against supply of material at Site
- c) 20% against successful erection and commissioning of the complete system
- d) 10% against successful handover of the complete system

10. Retention

Retention money @ 5% of the gross value of work certified in each bill shall be deducted progressively.

Retention money shall be released at the end of the Defect Liability Period/Guarantee Period after all the defects, if any, have been rectified. Retention amount can also be

released against Bank Guarantee submitted by bidder for the stipulated performance guarantee period. This will be without prejudice to all other rights and/or claims of Maharashtra Cricket Association relating to the quality of work done by Contractor.

11. Right of acceptance/rejection

MCA reserves the right to accept any bid or reject any or all bids or to postpone or cancel the work without assigning any reason to do so and does not bind itself to accept the lowest or any bid.

12. Validity period

The bids shall remain valid for a period of 60 days from the stipulated last date of submission of bids.

13. Defect liability period

12 months from the date of the final bill/Handing over of complete system as certified by the Architect/PMC for entire work.

INSTRUCTIONS TO THE BIDDERS

- 1. The Tender Documents shall be downloaded from MCA website. They will not be sent or received by mail or courier.
- 2. For clarifications or any queries on the tender document or the work, the bidder may contact the MCA. The bidder's presence for pre-bid meeting/s (if any conducted), shall be mandatory and the decisions reached in such a meeting shall be binding on all concerned. Also, it will be the bidder's responsibility to collect intimation regarding such decisions/amendments from the MCA's website.
- 3. The Tender Document shall be filled in clear and legible writing. Overwriting is not allowed. If the bidder wants to make any changes/corrections to the details entered by him before submitting his bid, he should strike out his earlier entry, fill in the revisions and authenticate the same by signing at the place of the change / correction.
- 4. The bidder shall sign and affix his company's seal wherever indicated in the Tender Document. Each and every page in the Tender Document and its enclosures shall be initialed by the bidder.
- 5. Bidder must submit the complete set of Tender Documents to MCA.
- 6. Tender Documents shall not be defaced or detached. Additions, alterations or interpolations shall not be made to it.
- 7. Incomplete bids or bids not accompanied by requisite Earnest Money Deposit or necessary documents are liable to be rejected. It is necessary to give full details in the documents "Information to Be Furnished by the Bidder" and to attach copies of self- attested certificates wherever indicated.
- 8. Bids will be opened at the convenience of the MCA and the Architect/PMC.
- 9. The bids will be evaluated on the criteria of the bidder's quoted rates, organizational setup, technical qualifications, experience and the depth of understanding of the processes involved in the work. Final selection of contractor and award of work shall be entirely the MCA's decision. The MCA does not bind itself to accept the lowest or any bid and reserves the right to accept any bid or reject any or all bids without assigning any reasons for the same. MCA may call bidders for meeting to discuss the details of contractor's bid.
- 10. The bidders will not be allowed to modify or withdraw their bid during the validity period.
- 11. In the event of the selected bidder withdrawing his bid before the expiry of the tender validity period i.e. up to 60 days from the date submission, his bid shall be cancelled and the earnest money deposited by the bidder will be forfeited.
- 12. The Earnest Money Deposit of unsuccessful bidders shall be refunded after the award of work to the successful bidder or at the end of the validity period, as applicable. In case the

work is not awarded to any bidder within the validity period, the MCA shall refund the earnest money deposit of all the bidders. Collection of the refund of earnest money deposit shall be the bidder's responsibility. The earnest money deposit shall not carry any interest

- 13. It is presumed that the bidder has inspected the site and understood the nature of work and if necessary, discussed about the work with the Architect/PMC. No claims shall be entertained on the ground of the bidder not being acquainted with the site conditions or not having understood the nature of work.
- 14. All work shall be carried out in a workmanlike manner conforming to the specifications and in line and level, with due regard to observing and following the safety norms, practices and precautions. If any specifications are not provided, the contractor shall promptly seek clarifications from the Architect/PMC before commencing the work and shall endeavor to complete the work within the stipulated period. The contractor shall be solely liable and responsible for any delay caused in undertaking and/or completing the work.
- 15. The selected contractor must start the work within the stipulated period from the date of issue of Work Order.

SCOPE OF WORK

Survey, Design, Supply, Installation, Aiming, Testing, Commissioning, Operation and Maintenance (Five years after one-year DLP) of LED Luminaires and DMX at MCA International Cricket Stadium, Gahunje, Pune.

Bidder has to carry out physical site survey of the existing facility and take all necessary details like existing high mast locations, electrical panel rooms, location to install DMX controls, site feasibility, obstructions etc. including new fabric roof proposed over east and west stand for which work is currently under progress.

1. Design:

- a) Lighting design to maintain illuminance and other lighting quality parameters for a period of 10 years, including: luminaire, LED, driver, electrical panels, DMX console and all other necessary and relevant components, complying to the latest standards available 30 days prior to the tender release date. All design data provided herein shall be considered only as reference data and it is OEM's responsibility to design, install, commission and handover system which is acceptable to ICC / broadcaster / BCCI / MCA. Lack of clarity in technical data should not absolve OEM from the responsibility to install holistic installation. No additional cost shall be paid by MCA for any lack of or inaccurate technical data provided in this tender.
- b) Design of DMX control system as per latest technology and standards with all necessary components for themed scenes and sequences of lighting effects to extract the desired emotion from the spectators. The proposed DMX system shall be capable of integrating or interacting with systems of other service providers.
- 2. Supply of LED floodlights and all other necessary and relevant components of the best quality with the latest technology which is designed for a minimum useful life of 10 years.
- 3. Installation of LED luminaires and aiming of floodlights as per the approved lighting design to achieve the lighting parameters as defined in tender document, suitable for international live transmission of cricket matches and other events.
- 4. Design of integration of proposed LED Luminaries with existing electrical infrastructure at the top of Mast as well as at the base of the Mast
- 5. As the existing Fixed headframe stadium High Masts are to be used for fixing new LED fixtures, it is important that the total weight and windage area of the proposed LED fixtures should meet the existing structure compatibility within permissible limits. No modification to the existing structure shall be undertaken. Contractor shall provide structural stability certificate for the mast post installation of new lights and new LED screen (work currently underway). Structural Stability certificate shall be submitted from the registered structural engineers in PMC/PCMC/PMRDA limits. Cost for all the efforts shall be in the scope of Contractor and no separate payment shall be done by MCA for the same. It is explicitly made clear to contractor that MCA does not hold any structural as-built drawings or design calculations for existing high masts. Contractor to make his own arrangements for site verification of all requisite data for structural stability certificate at no additional cost to MCA. New LED screen is being proposed on high masts and weight for the same shall be considered during release of stability certificate at no additional cost to MCA. Dimensions

and weight of new LED screen shall be made available to contractor in due course of time. Structural stability certificate to be provided within 10 days from award of work order.

- 6. Testing and Commissioning of the lighting, control, and electrical systems, lightning arrestor, along with upgradation of exiting high mast distribution of board necessary for the successful operation of the floodlighting system for reliable and trouble-free operation. This shall also include measurement/Aiming of lighting levels as per the approved lighting design. Proper earthing for complete system shall also be ensured.
- 7. Operation and Annual maintenance contract of the lighting, control, and electrical systems and operation of man rider as required in the bidder's scope for a minimum period of 5 years after one-year DLP.
 - a) Prepare and maintain a QA plan for periodic preventive maintenance schedule every 3 months.
 - b) During defect liability period, prior to every international sports event or other events in the stadium, when the lighting system needs to be operational, the bidder shall depute necessary personnel ahead of the event to prepare the lighting, control, and electrical systems for the successful completion of the event.

BIDDERS ROLES AND RESPONSIBILITIES

- It is mandatory for Bidder to visit the Project Site with prior intimation & permissions from authorized person of MCA to study the existing High mast Location, Fixing arrangement of the Light fixture on the Existing High mast Pole, Electrical Connections with existing electrical panels & related Infrastructure, etc. It is imperative to design the system with less spill but should cover the upward illumination for catches of high trajectory. MCA will disqualify bidders who have submitted their bid without visiting and understanding existing conditions.
- 2. The Project involves dismantling of existing metal halide Lighting Fixtures together with Design, Supply, Installation, Testing and Commissioning & Aiming of the Lighting System by replacing existing Metal halide fixtures with LED fixtures.
- 3. Careful dismantling of existing Metal Halide fixtures including Ballasts, capacitors along with existing electrical infrastructure which is not suitable for LED flood lights.
- 4. Design, Supply, Install, Testing and commissioning together with Aiming of the LED Floodlights at stadium.
- Bidders will make all efforts to utilize the existing electrical equipment like; Electrical panels, Manriders, cables etc. for cost effective proposal, required modification if required shall be covered under scope of work.
- 6. Submission of Lighting Design with LED Luminaries and Lighting Design Calculation for Horizontal, Vertical Illumination. Desired lux level as per guidelines shall be provided with lux level commitment on completion of the final installation and commissioning.
- 7. Design of integration of proposed LED Luminaries with existing electrical infrastructure at the top of Mast as well as at the base of the Mast.
- 8. The bidder shall be responsible for proposing a future proof solution which shall have a minimum useful life of 10 years.
- 9. Bidder shall design energy efficient, environmentally safer, and economically valuable products which has the latest technology.
- 10. The bidder shall be responsible for obtaining all necessary inputs from the Maharashtra Cricket Association, necessary for a robust and code compliant design.
- 11. The bidder shall in coordination with the Maharashtra Cricket Association, obtain all necessary clearances and approvals for successful completion of their scope of work.
- 12. The bidder shall be responsible for the timely completion of the scope of work, as determined by the Maharashtra Cricket Association in written format during the award of the work to the successful bidder.

- 13. The bidder shall provide training to MCA personnel at no extra cost. This includes trouble shooting, operation, maintenance and overhauling of the system.
- 14. Any other roles and responsibilities, direct or indirect, but not limited to this document, necessary to complete the scope of work successfully.

CRICKET LIVE BROADCAST LIGHTING REQUIREMENTS

The lighting firm shall take absolute responsibility of achieving and maintaining the lighting levels and other critical lighting quality parameters for a minimum of 10 years. It is expected that the lighting firms will own this responsibility regardless of the work being executed directly by their firm or their representative. Lighting design must be done by experienced lighting designers having good experience designing for outdoor lighting stadiums hosting international sports events.

Maharashtra Cricket Association is investing a considerable amount to create a world class stadium lighting infrastructure, considering the benefits of long term returns for the sport, communities, and the state. Hence it is imperative that the lighting, high mast, electrical panels, DMX control systems and all associated components should be designed for a minimum useful life of 10 years.

All design methodologies shall comply with latest version of the standards, Indian and international, for creating a future proof, technology and innovation-based methodologies, products, and services. Even though applicable codes and standards are mentioned in Annexure B, it is the responsibility of the bidder to consider the latest version of those relevant standards, if any, and duly inform the Maharashtra Cricket Association, about the updated parameters and take approval for the same from the Maharashtra Cricket Association before proceeding with the design.

DESIGN PREREQUISITES

Design shall be environmentally responsible with minimal light pollution within the limits prescribed for the zone. Hence it is recommended that the effective aiming angle should not be more than 72 deg from nadir and the LED luminaire should have precision optics with minimal light spill.

Design shall provide visual comfort with better glare control for better playing conditions for the players and officials, for better quality of coverage for the camera crew and better viewing experience for the millions of viewers globally and for spectators in the ground.

Heat Dissipation of light fixtures: Choose high thermal conductivity aviation-grade die-casting aluminum alloy material as the heat dissipation material to enhance its thermal conductivity

New LED Lighting Fixture preferably should have passive (Natural) cooling arrangement but additional active cooling may be acceptable.

Glare rating calculations, as per CIE 112, shall be submitted for batsmen positions on both ends of each pitch, Main cameras on both ends of the ground, square leg umpire positions on either side of the pitch,

The design shall be done only with a luminaire which can provide TLCI > 90 Light source shall be of a correlated color temperature > 5000 K but < 6200 K. Recommendation is for 5500K

Design shall ensure better uniformities in the field of play and Minimum adjacent Uniformity Ratio (MAUR)> 65% with no failures in the center Pitch

Lighting Requirements for Broadcast Quality lighting as per ICC, BCCI & Maharashtra Cricket Association:

	Hor	rizontal Illum	inance	Vertical Illuminance towards Camera			
		Grid at - 0r	n		Grid at - 1.5n	n	
		Requiremen	nts		Requirement	S	
Application Area	Ltg Level (Lux)	UR2 (Min/Avg)	UR1 (Min/Max)	Ltg Level (Lux)	UR2 (Min/Avg)	UR1 (Min/Max)	
Pitch	3000	0.8	0.7	2500	0.8	0.7	
Infield	2500	0.7	0.6	2000	0.7	0.6	
Outfield	2000	0.5	0.4	1500	0.5	0.4	

GR	Glare Rating	< 40 for Batsman and Umpires < 50 for Main Cameras
TLCI & CRI		> 90
SDCM		<3
MAUR	Minimum adjacent Uniformity Ratio	> 65 0 Failures for Pitch > 65 < 10 Failures for Infield > 65 < 30 Failures for Outfield
	Pitch	2.5m x 2.5m
Grid Size	Infield	5m x 5m
	Outfield	5 x 5m
M F	Maintenance factor	0.85

Lighting Equipment Data:

Lighting firms are expected to submit comparable product information for the parameters given below and as described in IEC 62722-2-1. Bidders submitting false data would be disqualified without opening of their Financial Bid

- A. Mandatory initial performance values to be provided,
 - a) System Input Power (P in W)
 - b) System Luminous Flux (Φ in Im)
 - c) System luminous Efficacy (Im/W)
 - d) Luminous Intensity distribution (in cd or cd/Klm) with necessary photometric diagrams and Tables showing the same.
 - e) Color Quality
 - a. Correlated Color temperature (T_{cp} in K)
 - b. Color Rendering Index (CRI)
 - c. Luminaire TLCI
 - f) Ambient temperature (T_q) related to performance of the luminaire in (°C)
 - g) Case Temperature (Tc) of Driver
 - h) System Longevity
 - a. L70B10 Life in hours
 - b. Abrupt Failure Value in % (C_x)
 - i) IP Value
 - j) IK Value
 - k) Over voltage protection
- B. The High-Power LED Floodlight shall be made of Single piece high pressure die cast non-corrosive aluminum housing should be >= IP66 & IK 08 suitable for driver unit having inbuilt DMX protocol for easy integration with external lighting dynamic control.

- C. The High-power LED Floodlight luminaire shall have CRI >90 and CCT> 5500K (tolerances on CCT: +/- as per ANSI C78:377A) with TLCI shall be 90 or more & should be flicker free <1% performance meeting the HDTV Broadcast standard for professional sports and ICC Requirements</p>
- D. The System Efficacy shall be typical >100 lumen/watt with CRI >90, higher system efficacy is acceptable but without compromising CRI.
- E. The light source used shall be reliable high-power LED Chip should be of reputed makes like Lumileds/Cree/Bridgelux/Osram/Nichia having SDCM (Mac Adam ellipse) <3.
- F. Lens should be provided for each LED on lens plate & bolted to MCPCB. Due to abnormal environmental conditions, the optical cover shall be made of polycarbonate lens and covered preferably with toughened glass of 4mm thickness.
- G. The floodlights and external driver unit shall Comply to Class-I electrical insulation class, IP66 degree of ingress protection without using glue, impact resistance of IK08.
- H. Driver unit should be suitable for 230V/50 Hz (mains supply voltage fluctuations -/+ 10%). The power factor shall be > 0.95 at full power. Internal surge protection of minimum 10KV must for all floodlights.
- I. The driver shall have Over Temperature, Under Voltage/Short Circuit, Over Voltage / Open Circuit & Output failure protections, with an Efficiency of >90%.
- J. The driver shall have all relevant certificates as per the latest standards for safety and performance as mentioned in tender.
- K. Luminaire connections should be through tool less openings for easy installation & maintenance purposes.
- L. The driver must have a control interface compatible with DMX protocol and shall have suitable DMX converter with OEM proposed driver to compatible with DMX Controller for integration with Dynamic Lighting Control System and 3rd Party A-V systems.
- M. The LED Floodlight Luminaire life class/lumen maintenance L70B10: 50000h tested at ambient temperature.
- N. The Driver must have a design lifetime of 50000 hours at operation temperature range at 35°C T_a . The Max Case Temperature T_c , shall be in the range of -10°C to +50°C.
- O. The luminaire shall be suitable for outdoor application, mounting on mast head frame, catwalk, walls, canopy structures etc. with the help of a sturdy mounting bracket, it shall have provisions to temporarily affix a precision aiming device for proper rotation and tilt aiming according to approved lighting plan.
- P. All plastic parts, cables used etc. shall be UV protected.

- Q. The driver shall have separate cable gland suitable for DMX cable entry and outgoing.
- R. Following documents and all other necessary documents showing relevant compliance to the codes and standards needs to be submitted along with the bid:
- BIS Certificate for same model proposed for the project:
 - o Luminaire
 - o DMX Driver
- IEC 60598 third party certificate for the luminaire
- Third Party Photo Biological Report as per IEC 62471
- Third Party LM79 from NABL approved certified lab with photometric data.
- Third Party TLCI- 2012 compliant report for luminaire has to be submitted.
- EN 55015:2006+A2:2009 Limits and methods of measurement of radio disturbance characteristics of electrical lighting & similar equipment.
- EN 61547:2009 Equipment for general lighting purposes EMC immunity Req.
- EN 61000-3-2:2006 + A1:2009 + A2:2009 Electromagnetic compatibility (EMC) Limits. Limits for harmonic current emissions (equipment input current <= 16 A per phase)
- Energy Saving cost Comparison to be provided between existing Metal Halide Flood Light fixtures Vis a Vis quoted LED flood Light Fixture.
- ROI (Return on Investment) calculation / statement to be provided.
- DMX Controls shall comply with the following specifications:
 - The right quality of light-improving visibility and safety during sports.
 - o Flexibility of field illuminations as many configurations is possible.
 - o Reducing light pollution by better optics and dimming to the right level.
 - Energy efficiency, saving on energy costs and promoting the green credentials of sports events.
 - Better returns on investment with better value beyond pitch lighting illumination Low maintenance costs due to the long lifetime of LED lighting.
 - Meets requirements of international, commercial leagues and national sports federations for different lighting classes.
 - o Intuitive, secured and simple control devices that anyone can operate and can be used next to each other: buttons, webpage.

EXISTING INFRASTRUCTURE

MCA International Cricket Stadium has infrastructure which was installed in year 2011 and has been operated successfully since then.

It is responsibility of each bidder to visit MCA project site and inspect entire infrastructure in detail including mast condition, foundation, stability, current installations, MLDBs, cabling system, panels, high mast control room and light fixtures. Bidder must gather all data and ensure than new fixtures can be installed without major modifications.

It is mandatory for each bidder to visit MCA site with prior authorization from MCA representative. Bidder who fails to carry out site technical reconnaissance prior to bidding shall be liable for outright disqualification.

It is explicitly made clear to bidder/OEM that no drawings are available with MCA for current setup and lack of data or inaccurate data in this tender should not absolve bidder from delivering ICC / broadcaster acceptable lighting system. No additional cost shall be paid by MCA for these site visits and collection of data.

GENERAL CONDITIONS OF CONTRACT

A. Definitions & interpretations

In the contract the following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise

- 1. MCA means Maharashtra Cricket Association represented by their Apex Council
- 2. Architect/PMC means anyone else decided by MCA. During the execution of work, the Architect/PMC shall only work as a technical advisor supplying necessary technical details, specifications and decisions.
- 3. Contractor means the individual or firm or company whose bid has been accepted by the MCA and includes the Contractor's personal representatives, successors and permitted assigns.
- 4. Site means the stadium and premises of Maharashtra Cricket Association, Gahunje, Pune, Maharashtra, India
- 5. Work means the work to be executed and maintained in the defect liability period as given in the Tender Document.
- 6. Tender Document means this complete and bound set of documents consisting of Tender notice, instructions to the bidder, undertaking by the bidder, general and special conditions of contract, form of tender etc and any other enclosures issued for the purpose of inviting bids. This Tender Document is being floated by the MCA and includes various conditions considered appropriate and adequate for proper execution of work and performance of contract. The discretion and responsibility of enforcing the conditions of contract from time-to-time rests with the MCA.
- 7. Contract means written agreement including work order between the MCA and the Contractor
- 8. Clause means a clause as mentioned in the General Conditions of Contract
- 9. Site In-charge means the qualified, competent person appointed by the Contractor who will be responsible for carrying out the work to the true meaning of the drawings, specifications, schedules, instructions and directions of the Architect/PMC.
- 10. Notice in writing or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been delivered) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received by the addressee.
- 11. Contract Sum means the sum named in the Contract subject to the addition or deductions as may be made under the provisions hereinafter contained.
- 12. Schedule of Quantities means brief description of work and quantities comprised in the Contract Document.

B. Conditions

Bidding

- 1. The bidder shall inspect and examine the Site and its surroundings, obtain all necessary information such as the nature of ground, working conditions, access to the Site, nature of work, materials necessary and type of labour required for completion of work, environmental conditions, perceived risks and contingencies etc, discuss with the Architect/PMC if necessary and satisfy himself before submitting his bid.
- 2. The bidder's presence for pre-bid meeting/s, if any, shall be mandatory and the decisions reached in such a meeting shall be binding on all concerned. Also, it will be the bidder's responsibility to collect intimation regarding such decisions/amendments from the MCA office/website.
- 3. The bidder whose bid is accepted shall be bound for the satisfactory and complete execution of the work as per the conditions mentioned Tender document, its enclosures as well as specifications of work.
- 4. The rates quoted shall be inclusive of materials, labour, plants, tools, tackles, machinery, consumables, transport, waste, wages, erection, insurance, safety equipment, lead/lift, approval / validation cost, inspection, levies, duties, overheads, profit and incidental and contingent cost etc. The rates shall be applicable at all levels and locations within the Site. No payment will be made for idle time/overtime or on any other account whatsoever.
- 5. The MCA reserves the right to change the sequence of work or advance/postpone any items during the progress of work.
- 6. All taxes, duties, and levies applicable shall be the full liability of the contractor except GST, which the bidder shall indicate separately in his bid. The Goods & Service Tax shall be paid additionally at then prevailing rate.

Discrepancies

- 1. In the event of a discrepancy between description in words and figures quoted by a bidder, description in words shall prevail.
- 2. Whenever revised details are issued by the Architect/PMC, the previous details shall automatically stand superseded or amended.
- 3. Drawings and sketches shall not be necessarily scaled.
- 4. Any discrepancy or omission or inadequacy of details shall be brought to the notice of the Architect/PMC.
- 5. In case of ambiguities or discrepancies, the Architect/PMC will decide which documents would prevail and his decision shall be final and binding on the Contractor and the Contractor shall execute the work according to such explanations/directions.

Security Deposit

- 1. The Contractor shall pay Security Deposit to the MCA for due performance of the Contract. Earnest Money Deposit shall be treated as Security Deposit.
- 2. Security deposit shall be released when the total retention amount deducted from the Contractor's bills equals the amount of security deposit.

Retention Money

1. Retention money at the specified rate shall be deducted progressively upto the indicated limit, if any.

- 2. Retention money shall be released at the end of the Defect Liability Period/Guarantee Period after all the defects, if any, have been rectified. Retention amount can also be released against bank guarantee submitted by bidder for the stipulated performance guarantee period.
- 3. The security deposit and retention money shall not bear any interest.

Variation

1. The rates as quoted shall be final and escalation in the rates will not be allowed on any grounds whatsoever during the period of contract.

Site infrastructure

- Before actual commencement of work, the Contractor shall comply with all the statutory
 and other requirements as laid down in the conditions of contract. The Contractor shall
 also possess the necessary licenses for specialized works such as electrical works etc. All
 liabilities arising out of non-compliance of any such requirements or non-possession of
 any such licenses shall rest entirely with the Contractor regardless of whether the MCA or
 the Architect/PMC is aware of such non-compliance or not.
- 2. The contractor shall construct and maintain sheds/ go-downs for storage and protection of the materials, tools, tackles & equipment etc. The locations of such sheds/go-downs shall be such that they do not cause inconvenience to general movements in the premises, car parking, traffic etc. The Contractor shall get such locations approved from the MCA before constructing thereon.
- 3. The Contractor shall maintain the following record at site in an up-to-date manner:
 - a) Copies of Tender document, insurance policies, work order, program of work, licenses.
 - b) Progress reports, site visit reports and minutes of meetings.
 - c) Measurement Books,
 - d) Stock record of specified materials including materials which are to be paid based on their consumption such as chemicals or any other such materials.
 - e) Contractor's delivery challans, bills of materials received at site and inward challans duty signed by Architect/PMC.
 - f) Correspondence with the Architect/PMC and/or the MCA including approved rate analysis of extra items, etc.
 - g) All technical specifications, drawings, sketches, etc received from the Architect/PMC from time to time.
 - h) All statutory record/registers as required by law
 - i) At the end of the work the contractor shall submit all site record (reports, minutes of meetings, measurement books, registers etc.) to the Architect/PMC.
- 4. The contractor shall be bound to fulfill all the obligations under all the legislations in force from time to time such as Factories Act, Employees State Insurance Act, Workmen's Compensation Act, Provident Fund Act, Contract Labour Act, Payment of Wages Act, etc as applicable and maintain such records as are required under the respective laws and submit the same for scrutiny whenever required.
- 5. The Contractor shall maintain and submit all statements, records and reports only in formats approved by the Architect/PMC and MCA.
- 6. The Contractor shall at his own expense bring all the equipment, tools and tackles, shuttering, staging and scaffolding material and any other things required for the execution of the Work. The rates shall be deemed to include these costs.

- 7. The Contractor shall at his own expense bring all the materials and labour required for the execution of the Work.
- 8. All the materials, equipment, tools and tackles, shuttering staging and scaffolding material and temporary works mobilized for the Work shall be deemed to vest in the MCA. The same or any part thereof shall not be demobilized without an explicit written permission from the Architect/PMC.

Materials

- 1. All the materials used for the work shall be procured by the Contractor at his own cost unless explicitly specified otherwise.
- 2. Delivery of materials shall be only during the specified time duration. Material shall be received only by the authorized representative of the contractor. If any material is found to be of unacceptable quality or not in accordance with the specifications of the contract, the Architect/PMC may reject the same at any point of time. Material rejected by the Architect/PMC will have to be removed by the contractor at his costs from the Site immediately.
- 3. All materials and workmanship shall be as per the latest updated IS codes of practice.
- 4. Whenever approved brands are specified for certain materials, the contractor shall not use a different brand, unless the same is approved by the Architect/PMC and MCA in writing.
- 5. The Contractor will use only the best quality materials and take all the necessary precautions while storing, handling and using them. Materials used may be subject to tests at the discretion of the Architect/PMC for which the Contractor shall provide cooperation, equipment, labour and material. If any such tests are required to be carried out, the same should be carried out by the contractor at his cost and the test certificates to be submitted to the Architect/PMC Material under test shall be stacked separately and shall not be used unless cleared by the Architect/PMC for use.
- 6. The Contractor shall unload and store materials only at the designated places.

Execution

- The Contractor shall depute one qualified, experienced and competent full time engineer
 at the site who shall carry out day to day supervision, take instructions from
 Architect/PMC/MCA & execute the work strictly as per the technical specifications & in
 agreed time schedule. The engineer must have experience in the type of work proposed
 for this tender. The engineer shall visit the office of the MCA whenever required for coordination & taking necessary instructions.
- 2. The Contractor shall be given the possession of the site or parts of the site as per agreed schedule. He shall bear expenses and charges for all temporary approaches, required by him in connection to the accesses to the site and shall be solely liable to observe all applicable laws and safety precautions relating to the site or parts of site and approaches etc. He shall also provide, at his own cost, any additional accommodation outside the site required by him for the purpose of the works.
- 3. The Contractor shall provide and install at his risk, costs and expenses all necessary ladders, hoists, scaffolding, tools, tackles, safety equipment, plants and necessary facilities for labour to achieve good quality and time bound completion of work.
- 4. If at any time it is discovered that any work which is not in accordance with the specification, drawings, details, schedules, other like documents and written instructions,

- the Contractor shall correct the work immediately at his cost. Correction of defective work shall be at no cost to MCA.
- 5. The Contractor shall execute, complete and maintain the Work to the entire satisfaction of the Architect/PMC/PMC and shall comply with and adhere strictly to the Architect/PMC's instructions and directions on any matter concerning the Work whether mentioned in the contract or not.
- 6. The Contractor shall maintain cleanliness and hygiene at the site. The premises shall be cleaned every day after the work for the day is over.
- 7. The Contractor must distinctly understand that he will be required to conform strictly to the conditions of Contract as described in various clauses. The plea of custom prevailing will not, on any account, be accepted as an excuse on his part for violation of any of the conditions.
- 8. From the commencement to the completion of the Work, the Contractor shall take full responsibility for the care thereof and for any damage, loss or injury to the Work or any part thereof or to any temporary works or adjoining property due to lack of necessary care. In the instances of damage caused to the stadium, interiors of units and ancillary structures the extent of responsibility of the Contractor will depend on whether he exercised necessary care and precautions and adopted good practices or not. Entire responsibility will be with Contractor and he shall indemnify and keep indemnified and hold harmless MCA, its Apex Council members and employees against any claims or demands against MCA and/or Apex Council members and/or employees for any damage, loss or injury to the Work or any part thereof or to any temporary works or adjoining property or injury to workmen or any third party due to work carried out or being carried out by the contractor.
 - The contractor shall indemnify and hold harmless MCA, its Apex Council members and employees from and against all losses, costs, actions, damages, liabilities, fines, penalties of any kind or nature whatsoever resulting from or relating to the negligence, default, at or omission on the part of the contractor, its employees, workmen, sub-contractors, agents, representatives, supervisors, superintends and the like, or the sub-contractor's employees, workers, Architect/PMCs or the like in the performance of or failure to perform, the contractors obligations hereunder.
- 9. The responsibility of the security of the materials, equipment, tools and tackles, shuttering, staging and scaffolding material and any other material brought for the purpose of the Work shall rest entirely with the Contractor. The MCA or its Apex Council members or employees shall not be liable for any loss or damage to them.
- 10. The Contractor shall make him available for joint site visits with the Architect/PMC's representative as per an agreed schedule.
- 11. On completion of work, the Contractor shall properly clean the premises and shall remove all rubbish & debris from the site. The Contractor shall ensure that the premises are cleaned, surplus materials, debris, sheds etc. are removed, gutters and drains are cleared, doors and other operable things eased locks and fastenings oiled, etc., to satisfaction of the MCA.

Subletting

1. The Contractor shall not sublet work or any part thereof, without the written permission of the Architect/PMC and MCA.

2. For obtaining permission to sublet, the Contractor must make a written application to the MCA along with necessary credentials of the proposed subcontractor and the reason for subletting. Grant of permission shall be entirely at the discretion of the MCA

Labour

- 1. All the times, the Contractor shall have sufficient labour at the site to complete the work as per schedule.
- 2. The Contractor shall comply with all statutory requirements regarding the labour license, payment of wages, keeping adequate and proper record of wages, etc., at his own cost and responsibility.
- 3. The contractor and his staff shall maintain good behavior with the occupants of the stadium. The workers shall not loiter in the premises and cause nuisance, theft, or inconvenience of any kind, to occupants.
- 4. The Contractor's staff and workmen shall wear identity cards/ badges while working in the premises.
- 5. Laborers will be allowed to stay at site subject to Cricket match schedule. If any match comes in-between the work project then contractor have to vacate the labour accommodation immediately till the cricket match period. Contractor to arrange required labors stay accommodation huts, toilets etc. as his own cost.
- 6. In the event of any accident or mishap to the workmen, the entire responsibility shall rest with the Contractor.

Billing & Payments

- 1. The interim bills may be raised when the additional certified value of done is at least equal to the minimum bill amount.
- 2. Bills shall be prepared in a format approved by the Architect/PMC and they shall be submitted together with the following:
 - a. Brief description of works billed in the current bill
 - b. Measurements for each item billed clearly indicating the location and dimensions of measurement. (Measurements should also be submitted as a computer spreadsheet)
 - c. Cumulative abstract of bill for tender items & extra items indicating previous quantities and current quantities
 - d. Rate analyses of extra items billed together with any supporting documents (if not submitted earlier)
- 3. The final bill shall be submitted after the completion of all the works & attending to all defective & wrongly carried out work, or replacing defective works as instructed by the Architect/PMC. The final bill will not be entertained till the work is complete in the opinion of the Architect/PMC and certified accordingly.
- 4. The Contractor shall submit all required guarantees to the Architect/PMC when requesting final certification of the accounts for payments by the MCA Guarantees will be as per formats approved by Architect/PMC and MCA. These formats will be become part of the tender.
- 5. Bills shall be payable after they are certified by the Architect/PMC and confirmed by MCA.
- 6. All payments to the Contractor shall be subject to statutory deductions such as TDS, GST etc as applicable.

Defects

1. The contractor shall be fully responsible for the quality of job (materials and workmanship) executed by him.

- 2. If the Architect/PMC is not satisfied with any part of the work carried out by the contractor or if defects in contractor's work are noticed during the execution of the work, the Contractor will rectify the same immediately at his own cost. No time extension will be allowed for such rectification.
- 3. The Contractor will also maintain his work during the Defect Liability Period at his own cost. During this period if any defect is noticed, the Contractor shall promptly rectify the same at his cost and to the entire satisfaction of the Architect/PMC.
- 4. If the Contractor fails to rectify defective work despite intimation followed by one reminder, the MCA reserves the right to get the work rectified by appointing another agency and recover the actual costs of such work from the Contractor.
- 5. For works covered under guarantee of performance, if any defect is noticed during the guarantee/DLP, the Contractor shall rectify the same at his risk and cost and to the entire satisfaction of the MCA. Rectification work should be started within two weeks after intimation to the Contractor. This shall be subject to all other rights of MCA under the contract.

Safety

- 1. The Contractor shall take all precautionary measures and shall take full responsibility for adequate stability and safety of all site operations and methods of construction including all kinds of risks. He shall at his own cost ensure safety in all his operations and strictly adhere to the general safety provisions as per the latest safety manuals published by the Indian Standards Institutions, Statutory Rules, Regulations & Contract Conditions. In case the Contractor fails to make such arrangements, the MCA shall be entitled to cause them to be provided and to recover the cost thereof from the Contractor.
- 2. The Contractor shall submit to the MCA a detailed proposal covering the safety measures which he proposes to adopt at his site for approval. After approval he shall ensure that the same are implemented in the work and are followed strictly at all times. The MCA's approval does not absolve the Contractor of his responsibilities towards safety.
- 3. The Contractor shall provide and maintain at the Site, necessary, sufficient and proper lifesaving appliances and first aid equipment, which would be readily accessible when required.
- 4. Persistent breaches of the safety provision by the Contractor or his employees shall constitute a sufficient cause of action against him including his termination of his contract.

Insurance

- 1. The Contractor shall adequately insure his agents and workmen who will be working at the site.
- 2. The Insurance shall be against all losses or damages from whatever causes. The Insurance shall cover any loss or damage in course of any operations carried out by the Contractor for the purpose of the work including rectification works.
- 3. The Contractor shall submit copies of insurance policies to the MCA before commencement of work and also as and when they are renewed. All insurance policies shall be kept valid and enforceable during the complete period of work including extended period, if any.
- 4. The Work will not be allowed to start unless the necessary insurance cover under "Workman Compensation Act" for the workers/Employees and third party liability of Rs 1,00,00,000/-(One Hundred Lakhs) per accident and for the amount of the work in

contract against all risks and damages is taken by the contractor at his own cost and copy given to MCA. Name of MCA should be mentioned in Insurance copy.

Performance criteria

- 1. If the work is delayed beyond the stipulated time frame, except due to reasons and circumstances beyond the Contractor's control, the Contractor shall be liable to pay liquidated damages as per the conditions of contract. MCA reserves the right to condone any delay at its sole discretion.
- 2. If the Contractor fails to complete/ execute any item or activity despite instructions followed by one reminder, the MCA reserves the right to get the item or activity executed by another contractor and recovers the actual costs of such work from the Contractor.
- 3. If the Contractor fails to honors any condition of contract or a statutory requirement or settle his financial liability arising out of the work (including payment to the approved subcontractors or labour), the MCA reserves the right to take appropriate measures to fulfill the condition or statutory requirement or settle the financial liability / claims and recover the actual costs incurred from the Contractor with interest.

Force Majeure

1. Notwithstanding anything to the contrary stated in this agreement, neither party shall be liable by reason of failure or delay on the performance of its duty and obligation under this Agreement if such failure or delay is caused by act of god, war, riot, fire, evil commotion, curfews, any order of government, quasi-governmental or local authority or any other similar cause beyond its control and without it fault or negligence. In the event the timely and efficient progress of the work is interrupted or suspended because of any of the aforementioned events of force majeure, the term of this agreement shall be extended to include the number of days for which the progress of the work was so interrupted or suspended, and the completion date shall be pushed back accordingly. Any such extension of the terms and new competition date shall be mutually agreed to between the parties in writing. The party claiming the existence of Force Majeure shall provide the necessary documentary evidence. Should one or both the parties be prevented from fulfilling the contractual obligations by a state of Force Majeure, lasting continuously for a period of one months, the parties shall consult each other regarding the future implementation of the Contract. The mere shortage of labour, materials or utilities shall not constitute Force Majeure. No ground for exemption can be invoked, if the party claiming the existence of Force Major has failed to give timely notice and subsequently support it by documentary evidence.

Indemnification

- 1. The contractor shall take due care of the property of the premises while carrying out the work. Any damage that occurs to the MCA's property due to carelessness on part of the Contractor or due to lack of sufficient precautions during execution shall be the responsibility of the contractor and shall be repaired or replaced immediately at his cost.
- 2. The Contractor shall indemnify and keep indemnified the MCA and the Architect/PMC against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any persons or any property whatsoever which may arise out of or as consequence of the execution including part execution and maintenance of the Work. Any damage to the MCA's property or any adjoining property will attract action as per the decision of MCA.

Liquidated Damages

1. The contractor shall ensure that the work is completed on schedule. If the work is not completed as per timelines of the tender, then liquidated damages at the rate 1% of the contract value per week of delay (not to exceed 5% of the total value of the contract) shall be paid by the contractor.

Disputes & Arbitration

- 1. All the disputes arising between the Parties hereto including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof or in regard to any claim of any one Party against the other or others or in regard to the rights and obligations of any Party or Parties hereto under this Agreement, shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996). Nothing in this Agreement is intended to, or shall operate to, create a partnership, association of persons, trusteeship, agency or joint venture between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 2. This contract is subject to Maharashtra jurisdiction only.

Termination by MCA

- 1. The MCA, without prejudice to any other rights or remedies, can terminate the contract, after giving seven days' notice to the Contractor (provided that such notice shall not be given unreasonably), under the following conditions in consultation with the Architect/PMC:
 - a) Failure to commence the work in time Failure to maintain schedule of work.
 - b) Repeated failure to adhere to the specifications and methodology mentioned in the contract.
 - c) Failure to replace defective materials or failure to rectify defective work.
 - d) Repeated failure to adhere to the clause of safety and insurance.
 - e) Suspension of work before completion without any reasonable cause.
 - f) Failure to take written permission before subletting the work or part thereof.
 - g) If the Contractor is adjudged bankrupt.
 - h) If the Contractor has offered, given or agreed to give any consideration or favors of any kind as an inducement or reward for obtaining the work or obtaining special considerations or favors during execution of this contract.
- 2. After termination of Contractor, the MCA shall withhold access to the premise and take possession of temporary structures, plants, etc. Contractor should move out the site within 15 days from the terminator notice. Thereafter the MCA may get the work completed by whatever method they may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment.
- 3. If the cost of balance work including compensation for additional professional, supervisory and administrative services, incurred by the MCA, is more than what the balance work would have cost in accordance with the original Contract, the additional amount shall be recovered from the unpaid amount due to the Contractor. If such additional amount is more than the unpaid balance, the Contractor shall pay the difference to the MCA. However, if such cost of balance work does not exceed what the

balance work would have cost in accordance with the original Contract, the unpaid amount shall be paid to Contractor after any applicable recoveries.

Termination by Contractor

- 1. The Contractor without prejudice to any other rights or remedies can terminate the contract, after giving fifteen days' notice to the MCA under the following conditions in consultation with the Architect/PMC:
 - a. The MCA does not pay to the Contractor the amount due on any bills within the period specified in the contract and continues such default for thirty days after the receipt of the written notice from the Contractor.
 - b. The Contractor's work suffers unreasonably due to non-receipt of timely decisions from the MCA which he specifically raised in writing well in advance.
 - c. Force majeure
 - d. Civil commotion
- 2. On termination by the Contractor, he shall be entitled to recover from the MCA money for the following: The total certified value of the work completed up to the date of termination after any applicable recoveries.
 - a. The total value of the work in progress but not completed up to the date of
 - b. termination as certified by the Architect/PMC.
 - c. The cost of the materials or the goods ordered specifically for the work, and which is balance at the site as certified by the Architect/PMC.

SPECIAL CONDITIONS OF CONTRACT

- 1. Within 7 days from the date of work order, the Contractor shall
 - a. Accept the work order with the terms and conditions therein.
 - b. Purchase an insurance cover in accordance with the conditions of contract.
 - c. Submit a program of execution of the work.
 - d. Work out a control and reporting mechanism in consultation with the Architect/PMC. If the Contractor fails to do any of the above, the MCA can forfeit his earnest money and award the work to any other contractor.
- 2. The insurance cover shall be kept in force for the entire period of work. All liabilities direct or indirect, arising out of any accident at the site shall entirely rest with the contractor regardless of whether or not he has purchased the necessary insurance cover and kept the same in force.
- 3. The Contractor shall depute one qualified and competent full-time engineer at the site for day-to-day supervision. The engineer must have experience in the type of work proposed for this tender.
- 4. The Contractor or his people shall only use MCA's staircase for carrying any of their materials, equipment, tools, tackles etc.
- 5. The MCA shall provide space for lockable storage space for the tools and tackles of the Contractor. Pest control, fumigation etc. should be duly carried out by the contractor as per regulatory requirements. Precautions should be taken to avoid Fire hazards from stored items. Contractor should adhere to all regulatory and local authority safety requirements.
- 6. The Contractor will have to make his own arrangement water storage & required distribution. Water will be supplied from MCA free of cost.
- 7. Electricity shall be supplied by MCA free of cost.
- 8. Materials and debris shall be stacked, and equipment shall be kept only at the designated places.
- 9. The Contractor shall take special care not to damage the supply/ service lines in the course of his work.
- 10. While submitting his bills, the Contractor shall also submit a report listing the progress of work and attach copies of challans and invoices of materials received since the date of his previous bill. All bills shall show cumulative quantities and shall be submitted in a format approved by the Architect/PMC.
- 11. Whenever directed by the Architect/PMC, the Contractor shall submit a statement of reconciliation of designated materials.
- 12. All Workmen residing & or deployed at site of works shall submit copy of valid photo ID viz AADHAR/PAN Card in advance.

BIDDER QUALIFICATION CRITERIA

The Maharashtra Cricket Association envisages that a long-term commitment from the Lighting firm is essential for the successful and trouble-free operation of the world class lighting system suitable for live broadcast of International, National and local matches. Lighting firms with considerable experience in design and implementation of such world class lighting systems are invited to submit their bids.

A. The bidder shall be either of the following,

OEM of High-Wattage LED Sports flood light (>1.2kW) fixture meeting specific experience criteria. (OEM company should submit proof of manufacturing facility including plant registration, list of machinery, testing facilities available).

If OEM is participating directly, then OEM is not eligible to give Manufacture's Authorization to other bidders.

OR

Experienced and resourceful contracting company with Authorization from OEM of LED Sports flood lights (>1.2kW). They should attach authorization letter from OEM of Sports flood light. The authorization letter should clearly state that the OEM is completely responsible for the design and product offered for the entire duration of contract including O&M period.

OEMs of LED flood lights can give authorization to maximum three bidders and one bidder/contractor can take authorization from Only One OEM of LED Floodlight.

Similar work experience for only OEM will be considered. "Similar Work" experience of Non-OEM will not be considered.

B. No Consortium or Joint venture is allowed.

(lighting manufacturer) is not directly participating.

- C. Bidder Should have an average annual financial turnover of not less than 30,00,00,000/- in last 3 years. Copy of Balance sheet and Profit & Loss statement for the period to be submitted.
- D. Blacklisting declaration bidder shall submit Affidavit on Rs. 500 stamp paper as per Annexure 5 attached herewith.
- E. The bidder should have a solvency of the amount of 7 Cr duly certified by any bank registered with RBI issued in last 6 months.
- F. Manufacture's Authorization bidder shall submit manufacture's authorization from Lighting Manufacture OEM as per Annexure 4. OEM providing authorization shall meet the "Eligibility Criteria for Lighting Manufacture OEM" spelled out herein.

 A Bidder can take authorization from only one OEM (Lighting Manufacturer) in case if OEM

The Eligibility Criteria for Lighting Manufacture OEM:

- 1. OEM should be operating in India for at least 15 years and should have dedicated team for after sales and service support.
- 2. The average annual turnover in last three years should be not less than Rs. 400 Crores in B2B Professional lighting business. The same shall be established with declared and publicly available documents like; Annual reports etc. to qualify for participating in this tender.
- 3. The OEM should have executed and commissioned minimum 3 works having similar specifications (retrofitting on existing high mast + Replacement of all LED Sports Lighting on high masts + DMX capability) for ICC & BCCI complaint cricket stadiums in India in last 5 years. Such cricket stadiums where similar work was executed, it should have hosted minimum 1 ICC approved international televised cricket match in last 5 years. OEM to submit relevant data fulfilling this qualification criteria.
- 4. The high mast installed at site are already 13 years old. Considering the structural stability of old high mast structure, it will be recommended to not increase loading by adding substantially heavier light fitting. To protect structural integrity of high mast, OEM should study weight and size (dimensions) of existing light fixtures on high mast, which are to be changed. Weight and size of the new light fixtures proposed for this project should not be more than 20% of existing light fixtures. OEM to submit comparative of old and new proposed fixtures including its % increase or % decrease on their letterhead.
- 5. OEM should have dedicated manufacturing facility for High Wattage LED fixtures (more than 1000W) in India.
- 6. OEM should have in house and dedicated expert lighting design team for doing Lighting design and also should have inhouse and dedicated technical engineering & services team for aiming, field measurements, commissioning & programming of the DMX system and services. Necessary Declaration Documents as proof for the above will have to be submitted by OEM.
- 7. The OEM should have NABL accredited Test Laboratory in India with capability to check all photometric parameters.

LIST OF DOCUMENTS TO BE SUBMITTED FOR TECHNICAL EVALUATION

In addition to the documents already mentioned in this tender document, the bidder is required to submit the following documents,

- 1. Audited Annual Accounts for last 3 years for bidder and/or OEM (as applicable)
- 2. Undertaking to provide warranty against manufacturing defects for a period of 5 years from the date of handover (Annexure 3).
- 3. Details of similar work executed in India by OEM on OEM's letterhead. (Annexure 1)
- 4. Document endorsing the claim of having an OEM's manufacturing facility in India with certificate of incorporation.
- 5. If bid being submitted by non-OEM, submit an authorization letter by OEM authorizing bidder (Annexure 4)
- 6. Blacklisting declaration on Rs. 500 stamp paper by bidder (Annexure 5).
- 7. Solvency of the amount of 7 Cr duly certified by any bank registered with RBI issued in last 6 months by bidder.
- 8. OEM's Organization charts with hierarchy of different functions with their contact details and work experience of all personnel Own/on Contract involved in the project.
- 9. OEM's Completion certificate and/or performance certificate of similar projects executed in India as per tender criteria.

- 10. OEM's Valid National Accreditation Board for Testing and Calibration Laboratories (NABL) certificate / documents.
- 11. Details of Size of the new LED fixture proposed to be installed on the fixed head frame cross arms of Mast on OEM letterhead.
- 12. Comparative chart between old and new proposed fitting confirming % increase or decrease in weight and size on OEM letterhead.
- 13. Detailed Lighting Design report (AGI 32, Calculux, Dialux Evo, Relux or any other reputed and proven lighting design software reports) achieving all lighting parameters as per ICC, BCCI and Maharashtra Cricket Association as outlined on OEM letterhead.
- 14. Details of Operation and Maintenance of LED floodlight towers / mast of any stadium on OEM letterhead.
- 15. Technical details of all products, equipment, components etc. with detailed catalogues, data sheets, brochures, cut sheets, shop drawings etc. proposed in the design certified by OEM.

INFORMATION TO BE FURNISHED BY BIDDER

- 1. Name of the Company
- 2. Office Address
- 3. Phone
- 4. Email ID
- 5. Type of Company (Partnership, Pvt. Ltd. etc.)
- 6. Year of Establishment
- 7. Details of Registration (Enclose Certificates)
- 8. Name and Qualifications of Directors/Partners
- 9. Annual turnover in last 3 years for bidder and/OEM (as applicable)
- 10. PAN Card
- 11. GSTN Certificate
- 12. EMD in DD form
- 13. Solvency Certificate
- 14. Details of Similar works
- 15. Blacklisting Declaration
- 16. Manufacturer's Authorization Letter

ANNEXURE-1

FINANCIAL BID

Sr. No.	Description	Unit	Quantity	Unit Rate	Amount
1	Careful dismantling of existing Metal Halide fixtures including Ballasts, capacitors along with existing electrical infrastructure which is not suitable for LED flood lights	LS			
2	Supply of LED Floodlight luminaires with drivers as per specifications mentioned in the tender document	No.			
3	Supply & Installation of Power cables for LED Floodlighting system as required.	Mtr.			
4	Installation of the LED flood lighting	LS			
5	Aiming, Testing and Commissioning of the LED flood lighting	LS			
6	Designing, supply, Installation, testing & commissioning of DMX control system including cabling system as required.	LS			
7	Operation, maintenance & overhauling of complete man rider system for 5 years after one year of DLP	LOT			
8	Buy back of existing 2KW Phillips Make flood light fixtures	Nos.	488		
	TOTAL - A				

Goods & Service Tax shall be paid separately on above quoted price at then prevailing rate.

NOTE: It is complete responsibility of OEM to handover over entire lighting system to the complete satisfaction of ICC / Broadcasters / BCCI / MCA / Architect / PMC.

(B) Operation of cricketing events and Annual Comprehensive Maintenance Contract (After 1-year DLP period)

Year	1 st year	2 nd year	3 rd year	4 th year	5 th year
Operation of cricket match (5 events per year)	Rs.	Rs.	Rs.	Rs.	Rs.
CMC Comprehensive Maintenance including Supply of required mandatory spares, Routine maintenance, overhauling etc)	Rs.	Rs.	Rs.	Rs.	Rs.

Goods & Service Tax shall be paid separately on above quoted price at then prevailing rate.

Special note: As existing installation is old; it is mandatory for all bidders/OEM to inspect/ survey the site to understand the scope of work in detail before submission of bid. No deviation whatsoever shall be allowed

ANNEXURE-2

DETAILS OF THE SIMILAR WORKS COMPLETED IN LAST FIVE YEARS ON OEM LETTERHEAD

(Experience of only OEM will be considered)

Stadium No	Description of the work including name of cricket stadium	Name and Address of employer	Date of award	Stipulated date of completion	Date of actual completion	Value of completed work (Rs.)	Reasons for delays, penalty if any	Specify ICC approved international televised cricket matches played after handing over of the project. Matches should be played after actual date of completion. (Specify date & teams played)
1								
2								
3								

Definition of similar work (all work should have been executed under single contract) is as below,

- 1. Retrofitting of LED lights on existing high mast
- 2. Replacement of all LED Sports Lighting on high masts
- 3. Installation of DMX System
- 4. Installation should be for ICC / BCCI complaint cricket stadium in India

MCA reserves the right to visit and cross verify authenticity of any of the works specified herein at bidder's cost. False declaration could lead to blacklisting and forfeiting of EMD.

ANNEXURE-3

UNDERTAKING BY THE BIDDER

The Secretary,

Maharashtra Cricket Association,
At Post, Gahunje, Tal Maval, Dist Pune 412 101
Dear Sir/Madam,
Ref: Survey, Design, Supply, Installation, Aiming. Testing, Commissioning. Operation and Maintenance (minimum Five years) of LED Luminaires and DMX systems at MCA International Cricket Stadium at Gahunje, Pune
I/We, M/s have
carefully gone through and have understood the Tender Document, for the work under reference.
I/ We agree that if we are selected as the Contractors for the work, we will be bound by the conditions in the Tender Document I/We have visited the site of work and inspected and examined the same and am/ are aware of the local conditions there.
I/We hereby confirm as under:
I/We have returned the complete set of the Tender Document without any defacement, addition, alteration or interpolation.
I/We have deposited Rs. 10,00,000/- (Ten lakhs only) as EMD amount Cheque /DD No datedwhich
will not bear any interest I/We do hereby agree that this sum shall be forfeited by you if we fail to execute the contract when called upon to do so.
I/We hereby agree that work should start only from the date of issuance of Work Order.
I/ We hereby agree to convert the earnest money deposit to security deposit at the time of signing the work, as a guarantee for due and proper performance of the contract,
I/ We hereby agree to allow a deduction of 5% of the value of work executed, as Retention money from our Running and Final Bills.
I/We hereby agree that you may change the priority/sequence or order of work or advance/ postpone any items during the progress of the work or before commencement of the work.
I/We hereby agree to use good quality materials and deliver good workmanship through good skilled and unskilled abor, equipment and scaffolding in my/our work.

I/We hereby agree that our rates as quoted shall be final and escalation in the rates will not be made or allowed on any grounds whatsoever during the period of contract.

I/ We understand that you may cancel or postpone the said work without assigning any reason to do so.

My/Our bid covers the implementation of all safety procedures, practices and norms that are in the practice and prevailing as on date and amendments thereof from time to time and shall cover insurance for any damage to human beings, property or machines employed/engaged for carrying out the work and we shall submit necessary documentary proof to you on receiving the work order.

We undertake to carry out the work in due compliance of all applicable laws/rules/practices including applicable labour laws.

We undertake to sign and execute necessary contract and submit performance guarantee as stipulated.

We are duly qualified to undertake the work and have attached all requisite documents in support thereof.

We are not prevented in any manner from executing the work.

My/Our bid is inclusive of applicable Taxes other than GST.

My/Our bid shall remain valid for 60 days from the stipulated last date of submission.

Yours truly,

Contractor	's	sign	ature	&	seal	Date:
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Name:		
Company:		
Address:		
Enclosures:		

ANNEXURE 4

MANUFACTURER'S AUTHORIZATION FORM

(on Original Equipment Manufacturer's letterhead)

The Secretary,
Maharashtra Cricket Association,
At Post, Gahunje, Tal Maval, Dist Pune 412 101

Dear Sir/Madam,

Ref: Tender for Survey, Design, Supply, Installation, Aiming. Testing, Commissioning. Operation and Maintenance (minimum Five years) of LED Luminaires and DMX systems at MCA International Cricket Stadium at Gahunje, Pune

We,	Original Equipment Manufacturer
(OEM) of High-Wattage LED Sports flo	od light (>1.2kW) fixture having its registered office at
	do hereby
authorize	(Name and Address of Bidder) to
include the products manufactured/s	upplied by us in their bid for above referenced project.

We hereby extend our warranty for 6 years (1 year DLP + 5 years Operation & Maintenance) from the date of handover of entire system by us for this tender with complete design & technical support and provide after sales service as per contract.

We shall replace/rectify the defective components if found under normal operating conditions.

We understand that we will not be eligible to participate in bid directly if we are issuing Manufacturer's authorization to any of the bidders.

We herewith declare that we will not provide manufacture's authorization to more than 3 bidders for this project.

We are submitting herewith submitting following documents in support of the bid, duly sealed and signed by authorized signatory,

- 1. Audited Annual Accounts for last 3 years.
- 2. Details of similar work executed in India by us in format as given in Annexure 1
- 3. Document endorsing the claim of having our manufacturing facility in India with certificate of incorporation.
- 4. Our organization charts with hierarchy of different functions with their contact details and work experience of all personnel Own/on Contract involved in the project.
- 5. Completion certificates and/or performance certificate of similar projects executed in India as per tender criteria.
- 6. Our Valid National Accreditation Board for Testing and Calibration Laboratories (NABL) certificate / documents

- 7. Details of Size of the new LED fixture proposed to be installed on the fixed head frame cross arms of Mast
- 8. Comparative chart between old and new proposed fitting confirming % increase or decrease in weight and size
- 9. Detailed Lighting Design report (AGI 32, Calculux, Dialux Evo, Relux or any other reputed and proven lighting design software reports) achieving all lighting parameters as per ICC, BCCI and Maharashtra Cricket Association as outlined.
- 10. Details of Operation and Maintenance of LED floodlight towers / mast of stadium
- 11. Technical details of all products, equipment, components etc. with detailed catalogues, data sheets, brochures, cut sheets, shop drawings etc. proposed in the design certified by OEM.

OEM	of I	FD	Sno	rts I	ligh	١t
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(Authorized Signatory)	
Name:	
Designation:	

ANNEXURE 5

AFFIDAVIT

(On Rs. 500 Non-Judicial Stamp Paper)

1.	I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2.	The undersigned also hereby certifies that our firm, M/s has never abandoned any work in India
	nor any contract awarded to us for such works have been rescinded.
3.	The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4.	The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ Project implementing agency.
5.	The undersigned understand hereby certify that, they or any of their subcontractors / vendors / distributors / OEMs / brokers / importers / Joint Venture or Consortium Partners are/were not blacklisted or debarred or penalized or had adverse observation against them in the past for any of the item in part or whole by any local, state or central government institutes including Competition Commission of India (CCI) / Comptroller and Auditor General of India (CAG)/ Central Vigilance Commission (CVC) in entire India (in the past means since incorporation of the company). If false information is submitted, then bidder will be black-listed and their EMD will be forfeited.
	(Signed by an Authorized Officer of the Firm)
	Title of Officer
	Name of Firm
	Date