

Ref Number: CSML/TOURISM/DPEAU/RFP/003

Date:08/03/2019

Cochin Smart Mission Limited



Smart City
MISSION TRANSFORM-NATION

Request for Proposals

For

UPGRADATION OF DUTCH PALACE ENTRY AREA

MANAGING DIRECTOR

COCHIN SMART MISSION LIMITED (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011,

India. **PHONE: 0484-2350355**

E-MAIL: csmltenders@gmail.com

NOTICE INVITING TENDER (NIT)

Cochin Smart Mission Limited
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.
Phone: 0484-2350355, 2380980
E-mail: csmltenders@gmail.com

CSML/TOURISM/DPEAU/RFP/003

Date: 08/03/2019

Cochin Smart Mission Limited (CSML) invites online bids from eligible bidders through website www.csml.co.in, www.kochimetro.org and www.etenders.kerala.gov.in - under organization name - "Kochi Metro Rail Ltd." for **"RFP for Upgradation of Dutch Palace Entry Area "**

The details are as under.

Sl. No.	Event's Name	Information
1.	Organization	Cochin Smart Mission Limited (CSML)
2.	Project	Smart City Projects under Smart City Mission
3.	NIT No.	CSML/TOURISM/DPEAU/RFP/003 dated 08/03/2019
4.	Name of Work	RFP for Upgradation of Dutch Palace Entry Area
5.	Project duration	06 months + Defect Liability Period of 12 months
6.	Form of Contract and Class of Contract	Open Tender two cover bidding (E- Tender) National Competitive Bidding
7.	Type of Quotation	Item rate - BOQ based contract
8.	Estimated Cost of the work	Rs. 1.10 Crores (Rupees One Crore ten lakhs only)
9.	Tender document Fee	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) through Online e-Tendering Payment Gateway only (https://etenders.kerala.gov.in)
10.	Earnest Money Deposit (EMD)	Rs. 1,10,000 (Rupees One Lakh Ten Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India
11.	Bid Document Downloading Start Date	09th March 2019
12.	Last Date for submitting pre-bid queries	21 st March 2019 till 17:30 Hrs
13.	Time & venue of Pre-bid meeting	22 nd March 2019 at 15:00 hrs
14.	Last date of Online Submission of Bids	23 rd April 2019, till 17:30 hrs.
15.	Last date of submission of EMD and Power of Attorney (Hard copy)	26 th April 2019, till 15:00 hrs.
16.	Date & Time for Opening of Bids	26 th April 2019, at 16:00 hrs.
17.	Bid Validity	180 days
18.	Officer Inviting Bids	Managing Director, CSML
19.	Bid Clarification and Queries Addressed to	General Manager Email: csmltenders@gmail.com

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Managing Director
Cochin Smart Mission Limited

e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://etenders.kerala.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website <http://etenders.kerala.gov.in> OR csmltenders@gmail.com
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
5. M/s Cochin Smart Mission Limited (CSML) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Cochin Smart Mission Limited (CSML) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Cochin Smart Mission Limited (CSML) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.

7. Two cover system

If two bid systems are insisted, Bidders are required to submit offer in Two covers, namely

"Tender Submission Fee / Power of Attorney / Prequalification including Technical Bid" --- **Cover - I**

And

"Financial Bid" ---**Cover -II**

8. Cover-I (Tender Submission Fee / EMD / Power of Attorney / Prequalification including Technical Bid)

- a) **Tender Fee**– To be paid online at <http://etenders.kerala.gov.in> only.
- b) **EMD** – To be paid in the form of Bank guarantee issued by a scheduled commercial bank in India in the format prescribed in RFP. The scanned copy of Bank Guarantee (EMD) to be uploaded in the e-tender website www.etenders.kerala.gov.in. Original EMD to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD, Joint Venture Agreement and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum
- c) **Power of Attorney (PoA)**– to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) in the Tender Box at the CSML office, 10th Floor, Revenue Towers, Park Avenue, Ernakulum – 682011 before due date and time for submissions of original EMD and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
- d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum "online".

- i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Prebid Minutes and Addendum (if any) duly signed and stamped in all pages.
- ii) Notarized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.
- iii) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
 - Price bid to be uploaded only in e-tender website: <http://etenders.kerala.gov.in>
 - PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ
 - In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhere else other than in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected
10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading cannot be left blank.
 11. Please note that queries related to enquiry specifications, terms & conditions etc. can be submitted to General Manager Email: csmltenders@gmail.com before the Last date & time for sending Pre-bid queries specified in the NIT.
 12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.
 13. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
 14. In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk
- | | |
|------------------------------------------------|------------------------------------------------------------|
| e-tender helpdesk of Kerala IT Mission: | Phone number : 0484-2332262 |
|------------------------------------------------|------------------------------------------------------------|
15. M/s. Cochin Smart Mission Limited (CSML) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason M/s Cochin Smart Mission Limited (CSML) reserves right to accept any or more offers in part. Decision of M/s. Cochin Smart Mission Limited (CSML) in this regard shall be final and binding on the bidder.
 16. M/s. Cochin Smart Mission Limited (CSML) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.
 17. Corrigendum / addendum, which form part of the tender document, shall be published in the e-tender website (<http://etenders.kerala.gov.in>) as well as CSML website <http://csml.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

Disclaimer

- I. The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/ s, whether verbally or in documentary form by or on behalf of Cochin Smart Mission Limited ("CSML") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- II. This RFP Document is neither an agreement nor an offer and is only an invitation by CSML to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
- III. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
- IV. This RFP Document may not be appropriate for all persons, and it is not possible for the CSML, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- V. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
- VI. The CSML, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- VII. CSML may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- VIII. CSML reserves the right not to proceed with the work, to alter the time table reflected in this document or to change the process of procedures to be applied for selection of Service Provider.
- IX. No reimbursement of cost of any type whatsoever paid to persons, or entities, expressing interest in the work.

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1. Instructions to Bidders / Applicants

1. INSTRUCTION TO BIDDERS

1.1. General Information and Guidelines

1.1.1. Purpose

AUTHORITY seeks the **services of Registered Bidders of Kerala PWD as Class – B Civil Contractor or contractors registered with Kochi Municipal Corporation, Cochin, Central PWD/Other Central or state Government Departments/State or Central Public Sector Undertakings, in equivalent category**, for **“Upgradation of Dutch Palace Entry Area”**. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in [Section 2](#)

1.1.2. Consortium

- i) The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ii) No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of AUTHORITY.
- iii) No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- iv) In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - a) Number of members in a consortium shall not exceed 3 (Three) including the Lead Member
 - b) The Members of the Consortium shall nominate one member as the Lead Member
 - c) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
 - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.
 - e) The Members of the Consortium shall submit a declaration as set out in Annexure 1.5 inter alia consisting of the following:
 - 1) Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member’s field of expertise
 - 2) Commit to the profit and loss sharing ratio of each member
 - 3) Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,

- 4) Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
- 5) Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;
- f) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of CSML. In the event AUTHORITY does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. Lead member should have minimum 51% share in Consortium. Consortium agreement to be submitted.

1.1.3. Sub-Contracting

Sub-Contracting is not allowed for this RFP

1.1.4. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

1.1.5. Proposal Preparation Costs

- 1) The bidder shall submit the bid at its cost and expense. AUTHORITY shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over AUTHORITY and AUTHORITY shall be at liberty to cancel any or all bids without giving any notice.
- 2) All materials submitted by the bidder shall be the absolute property of AUTHORITY and no copyright etc. shall be entertained by AUTHORITY.

1.1.6. Pre-bid Meeting and Queries

- 1) AUTHORITY will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. **The representatives, limited to 2,** of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
- 2) All Bidder shall e-mail their queries to csmltenders@gmail.com in the form and manner as prescribed in [Annexure 5](#). The response to the queries will be published on www.etenders.kerala.gov.in. No telephonic / queries will be entertained thereafter. This response of AUTHORITY shall become integral part of RFP document. AUTHORITY shall not make any warranty as to the accuracy and completeness of responses.
- 3) AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
- 4) AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

1.1.7. Amendment of RFP Document

- 1) All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- 2) The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. AUTHORITY also reserves the right to amend the dates mentioned in this RFP.

1.1.8. Supplementary Information to the RFP

If AUTHORITY deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.9. CSML's Right to Terminate the Process

AUTHORITY may terminate the RFP process at any time and without assigning any reason. AUTHORITY reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

1.1.10. Site Visit and Verification of Information

- a) The Bidder are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) AUTHORITY will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives AUTHORITY adequate notice of not less than 5 (Five) days prior to such proposed visit.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

1.2. Key Requirements of the Bid

1.2.1. RFP Document/Tender Fee

RFP can be downloaded free of cost from the website www.etenders.kerala.gov.in. RFP Document Fee of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** shall be paid through online e- Tendering Payment Gateway only (<https://etenders.kerala.gov.in>) for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non- responsive and shall not be considered.

1.2.2. Earnest Money Deposit (EMD)

- 1) In terms of this RFP, a Bidder is required to submit EMD of Rs. 1,10,000.00 (Rupees One Lakh Ten Thousand Only) in the form of Bank guarantee issued by a scheduled commercial bank in India issued in favour of Managing Director, Cochin Smart Mission Limited, Payable at Kochi. Validity of EMD: The validity of BG shall be 28 days beyond the validity of bid. Otherwise bids are likely to be rejected. Format of the EMD is provided in [Annexure 7](#) of the RFP.

With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.

SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.

Bank	Axis Bank Limited
Account name	COCHIN SMART MISSION LIMITED
Account Number	918020079716734

IFSC Code	UTIB0000081
Branch	Kochi Branch
Swift Code	AXISINBB081

- 2) The Unsuccessful Bidder's EMD will be returned on issue of Letter of Acceptance (LOA) to the Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.
- 3) No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to the all Bidders (including the successful bidder) without any accrued interest on it
- 4) The Bid submitted without EMD, mentioned above, will be summarily rejected
- 5) The EMD may be forfeited:
 - a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b) In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization.
 - d) If, during the bid process, any information is found false/fraudulent/malafide, and then AUTHORITY shall reject the bid and, if necessary, initiate action.
- 6) The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.

1.3. Bid Submission Instructions

1.3.1. Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2. Bid Submission Instructions

- 1) Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Cover 1: Technical Proposal	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 2 of the RFP. Technical Proposal shall also include following: -</p> <p>Proof of submission of RFP Document Fee and Scanned copy of EMD</p> <p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP</p> <p>Pre-Qualification Proposal along with supporting documents should be submitted through online bid submission process. <u>Hard copy of Original Bank guarantee (towards EMD), Power of attorney, Technical Cover Letter, Financial Cover letter</u> shall be submitted in the Tender Box at CSML Office, 10th Floor, Revenue Towers, Park Avenue, <u>Ernakulam – 682011 before the due date and time as per NIT / latest Corrigendum if any."</u></p> <p>Technical Proposal should be submitted through online bid submission process</p>
Financial Proposal	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 3 of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only. Submission in Financial Proposal in hard copy will result in rejection of bid</p>

Note: AUTHORITY will conduct the bid evaluation based on documents submitted through online e-tendering portal & hard copies submitted at the office of CSML.

- 2) The following points shall be kept in mind for submission of bids;
 - a) AUTHORITY shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b) The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c) AUTHORITY may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
 - d) Technical Proposal shall not contain any financial information.

- e) If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, and if the Bidder does not meet the technical evaluation criteria including pre-qualification, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- f) It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which AUTHORITY reserves the right to reject the proposal.

1.3.3. Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 180 days from the latest date of submission of the bid.

1.3.4. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5. Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP
- b) If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of AUTHORITY.

1.3.6. Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at AUTHORITY's discretion.

1.3.7. Authentication of Bid

- a) Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b) The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit the Bidder.

1.3.8. Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.4. Evaluation Process

- a) AUTHORITY will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b) The BEC constituted by AUTHORITY shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d) The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.
- e) The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g) Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1. Bid Opening

- a) Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b) AUTHORITY reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c) Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 - RFP Document fee & Bid Security/EMD, Technical Proposal including Pre-Qualification Proposal
 - Stage 2 - Financial Proposal
- d) The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e) The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for AUTHORITY, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, AUTHORITY will continue process and open the bids of the all bidders

- f) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. AUTHORITY has the right to reject the bid after due diligence is done.

1.4.2. Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

Evaluation of Pre-Qualification Proposals

- a) Authority shall open the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre- Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. **Each of the Pre-Qualification condition mentioned in Section 1.4.4 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.4](#) of the RFP.

Further Evaluation of Technical Proposals

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- b) Deleted
- c) Deleted
- d) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, Completion Certificate, client contact information for verification, and all other components) as required for technical evaluation along with the Technical proposal.
- e) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- f) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- g) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- h) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.

- i) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals

1.4.3. Financial Proposal Evaluation

- a) All Bidders whose bids are responsive to pre-qualification criterion shall be considered as Technically qualified. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.
- d) Technically qualified bidder who has quoted all-inclusive lowest price, **(i.e. inclusive of GST, any other tax & levy charged by Central, State or at city level)** after arithmetic correction will be declared as L1 bidder.
- e)
- i) If there is a discrepancy between the unit price and the line total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
- ii) If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail, and the total shall be corrected and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (ii) above.
- iv) **If there is any discrepancy in the GST rate considered by the bidder in financial bid, it shall be the responsibility of the bidders to deposit correct amount of GST with the tax collecting authority & shall keep client harmless & indemnified. Bidder shall raise no claim to client on account of considering wrong rate of GST in financial bid. However, in case the GST council revises the rate of GST, bidder shall pass on such benefit resulting from revision in rate of GST to client.**

1.4.4. Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

- 1) A Bidder shall be a registered contractor with Kerala PWD as Class – B Contractor or contractors registered with Kochi Municipal Corporation, Cochin, Central PWD/Other Central or state Government Departments/State or Central Public Sector Undertakings, in equivalent category
- 2) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online
- 3) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

Sl. No	Basic Requirement	Specific Requirements	Documents Required
PQ1	Legal Entity	The Sole Bidder should be registered in India under Companies Act 2136/2013 (as amended) and should have been in operation for at least 3 years as on date.	<p>Sole bidder shall furnish following</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Copy of Registration under Companies Act, 2136/2013 / Copy of Registration Certificates • Valid registration certificate as class B contractor with Kerala PWD or equivalent as on the date of submission of the technical bid
PQ2	Turnover	The Sole Bidder or the Lead Member of consortium should have average annual turnover of Rs. 33.00 lakh for last 3 audited financial years (2015-16, 2016-17 <u>and</u> 2017-18) ending March 2018.	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor; Annual Audit Reports
PQ3	Experience	The Sole Bidder should have successfully supplied and substantially* implemented or completed at least 1 (One) similar work with the project cost not less than Rs. 44.00 Lakh In India during 1st March 2012 through 28th February	<p>Sole bidder shall furnish following</p> <p>Copy of work order + Completion Certificate</p>

Sl. No	Basic Requirement	Specific Requirements	Documents Required
		<p><u>2019 for any PSU / Government Institution / Urban Local Bodies / government offices.</u></p> <p>Note: Similar work implies Hard Landscaping work</p> <p><u>(For works done in India, Experience certificate issued by person not lesser than rank of executive engineer or who so ever issued the contract shall be provided).</u></p>	
PQ4	Blacklisting	The Sole Bidder should not have blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	<ul style="list-style-type: none"> Undertaking by the authorized signatory as per the format given as Annexure 4

Note: 1) AUTHORITY reserves right to visit bidder's customer where such a similar project execution has taken place.

2) The bidder needs to submit appropriate supporting evidences to satisfy the criteria

1.4.5. Eligible Goods and Services, and OEM Criteria

- a) Deleted
- b) Deleted
- c) Deleted
- d) Deleted
- e) Deleted

1.5. Award of Contract

1.5.1. Award Criteria

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.

The bidder who meets the Pre-Qualification requirement shall be qualified and financial Bid of such qualified bidder will be opened and bidder who has quoted lowest bid price inclusive of taxes & duties, GST etc post correction of arithmetic error will be considered as L-1 bidder.

1.5.2. Letter of Acceptance (LOA)

Prior to the expiration of the period of bid validity, AUTHORITY will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, AUTHORITY will promptly notify each unsuccessful bidder.

1.5.3. Signing of Contract

AUTHORITY shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with AUTHORITY within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by AUTHORITY

1.5.4. Failure to Agree with the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event AUTHORITY may invite the next best bidder for negotiations or may call for fresh RFP.

1.5.5. CSML's Right to Accept any Bid and to Reject any or All Bids

AUTHORITY reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AUTHORITY's action.

1.6. Performance Bank Guarantee

- a) Within Twenty-Eight (28) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 10% of contract value to AUTHORITY.
- b) The PBG shall be from a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid up to the completion of the project + 12 months for the Defect Liability Period + 60 days after
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f) In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

1.7. Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If AUTHORITY does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

1.8. Defect Liability

a) Defect Liability Period

It is the period, as specified in the NIT, after certified total completion or after a suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/ repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/ occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect.

b) Defect Liability Period

The defect liability period of electrical work shall be 12 months from the date of handing over the work to owner.

c) Completion of Outstanding Work and Remedying Defects.

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairer and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- i) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in-charge, and
- ii) Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works.

If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost within the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.

d) Cost of Remedying Defects

All work referred to above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- i) Any design for which the Contractor is responsible,
- ii) Plant, Materials or workmanship not being in accordance with the Contract, or
- iii) Failure by the Contractor to comply with any other obligation.

The cost to be debited shall be arrived at as under:

- i) Cost of remedial work (including taxes) as paid to other agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus
- ii) A compensation of 15%, less
- iii) Credit the cost of materials, hire charges of Contractor's plant and machinery if used in the remedial work.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.

e) Extension of Defects Notification Period

The Procuring Entity shall be entitled subject [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/ or erection of Plant and/ or Materials was suspended the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

Contractor liable for Damages done and for Imperfections

- f)** If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.

g) Failure to remedy the defect

If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the Defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor [Cost of Remedying Defects], the Procuring Entity may (at his option):

- i) Carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage;
- ii) Require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price or
- iii) If the Defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

h) Removal of Defective Work

If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security.

i) Further Tests

If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28Days after the Defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 1.8 (c) [Cost of Remedying Defects], for the cost of the remedial work.

j) Contractor /Third Party Quality Inspection Agency to Search for the Cause of the Defect.

The Contractor or third-party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 1.8 (c) cost of Remedying Defects], the cost of the search shall

be agreed or determined by the Engineer-in-charge and shall be included in the Contract Price or of the third party quality inspection agency.

2. Scope of Works and Terms of Reference

2. Scope of Work and Terms of Reference

The general character and the scope of the Work includes Procurement and construction related to public space improvement, streetscaping of entry area for Dutch Palace.

2.1. Construction, operation and maintenance of Public/open space

Under tourism module, a set of projects were formulated for holistic development improving the tourism potential of West Kochi which would assist to enrich and flourish the tourism sector of Kochi. Upgradation of the Dutch Palace entry area project aims to revive the character of the entrance node and give visibility to the Dutch Palace. Also, the improvements to the nodes aims at providing a public space and parking in organized manner.

Dutch palace is one of the most visited location of tourists in Mattancherry also it is only one of the two ASI protected monuments in the city of Cochin, the other being the St. Francis church in Fort Kochi. Adjacent to it are the other major tourist attractions - the Jew town as well as the Jewish Synagogue. The Dutch palace has two entries – 1. Entry from Jew Town Road in the East & 2. Palace Road entry in the west. Of these, Jew Town Road entry is the prominent one. The tender is for entry upgradation on Jew Town Road side.

Following are few of the proposals under this project the Dutch Palace Entry Area development/upgradation as public square:

- Proper and adequate seating facility
- Utilization of the abandoned public spaces
- Uniform lighting and paving facility
- Landscaping
- Parking

2.2. Hardscape and other Components

2.2.1. Efficient Utilization of public space

One of the major concerns about the palace entry area is that it is underutilized and there is lack of facilities for public. The area can easily be utilized efficiently, and several activities can be organized keeping the location more vibrant and safer.

2.2.2. Sufficient and strategic Seating facility

Presently the area lacks proper and adequate seating facility. Same is adhered while designing the proposal. In addition, universally accessible seating facilities are also proposed at the palace entry area.

2.2.3. Uniform lighting facility

To maintain the aesthetic sense of the area, single type of lighting facility is strategically proposed for the Palace entry area.

2.2.4. Universally Accessible Infrastructure

While developing a public space it is extremely important to adhere to the universal accessible guidelines, which focus on providing infrastructure and facilities which are easily accessible by the differently abled. Therefore, universal accessibility is ensured in the proposed development.

2.2.5. Bollards to restrict private vehicle access

The proposed Palace entry area has pedestrian centric design and therefore it is envisaged that no vehicle shall enter the area at table top crossing point. This shall ensure safety for pedestrians.

2.2.6. Uniform and expanded Pavement

The existing pavement at the site is found in a poor condition. Under the project it is envisaged to have uniform paving for the entire area, establishing aesthetic development of the area.

2.2.7. Parking

Presently most of the area at the access points is covered by haphazard parking. Therefore, in the proposed design parking of various private vehicles is being organized through paving for the area. Hence parking is to be organized for buses and private vehicles currently being parked. These are mainly tourist vehicles.

2.3. General guidelines

The public space is planned and designed following the heritage conservation strategies mentioned in Kerala Perspective Plan 2031, Kochi City Region Draft Development Plan 2011-2031 and Kochi's Smart City Plan, following the street design guidelines such as IRC, Non motorised Transport & related guidelines issued by Ministry of Housing & Urban Affairs (MoHUA) GoI, UTTIPEC street design guidelines etc

The streetscaping has to be constructed as per the approved Architectural/ Electrical/ Landscape drawings. Inspection and testing of works shall be conducted by the employer as per latest CVC guidelines. Contractor has to follow the CPWD Specifications for items of civil work. Contractor has to follow the quality norms of IS Code and applicable technical specifications. Responsibility of quality of work and materials solely lies on the contractor which shall be checked by PMC, CSML and KMRL in that order. Decision of CSML shall be final and binding in this regard.

Note-Details and drawings given in document are for information purpose only and successful bidder shall undertake confirmatory surveys for accuracy and completeness of data. It is in scope of successful Bidder to undertake Site surveys as per requirements, Engineering Surveys, Underground Utility Surveying of the site for shifting and creating new, obtaining all required approvals from the relevant authorities. The successful bidder shall have to prepare 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format.

2.4. BRIEF DESCRIPTION OF WORKS: -

- Site clearance (including dismantling / demolishing & disposal of existing pavement, structures)
- Construction Works majorly including developing base preparation & surface paving for entry area
- Installation of signages & art installation.
- Associated Works for softscaping & street furniture's such as, street lights, advertisement boards & benches
- Repairing & construction Planter boxes & storm water drainage trenches.
- Work Program should be submitted.

2.4.1. Dismantling Works

- The demolition of the existing Paver Tiles & planter wall tiles in the project location.
- The demolition of steel fencing & railings in the project location.

2.5. CIVIL WORK:

The Civil works excluding Structure design also is part of Contract in following respect but not limited there of:

- 1) All the civil works mentioned in this section has to be read in conjunction with the civil scope of works and BOQ. No duplication is envisaged.
- 2) Site clearing and Levelling the Complete Area, earmarked for work.
- 3) The scope of civil works for bidder covers engineering, supply of labour & materials, tools & equipment's, transportation, and construction of entire civil engineering works in accordance with approved drawings & technical specifications.
- 4) The scope of work of bidders is not limited to the major item of civil works as elaborated above but includes all civil works required for the successful completion & commissioning electrical works concerned of the project without any extra cost.
- 5) The scope of work also includes sampling & testing of construction material on the specimens taken during execution of the work. The testing shall be performed by a separate agency, approved by the engineer in charge.
- 6) Site office, cement & other construction material storage godown and fabrication yard for reinforcement, inserts etc. shall be constructed by the successful Bidder at his own cost.

- 7) All construction equipment required for execution of the work shall be arranged, procured or hired by successful Bidder at his own cost along with operators, skilled & semiskilled personnel. The successful Bidders shall also furnish a list of construction equipment /staff deployment.
- 8) Construction of temporary sheds/ barricades for the temporary store, site office as well as safety and security of equipment shall be in the successful Bidder's scope.
- 9) Waste material generated or obtained during execution of the works shall be disposed off by the bidder at his own risk.

2.6. ARCHITECTURAL & LANDSCAPE WORKS

The on-site execution of the project comprises the full scope of work, including preliminaries, final and entire installation and completion of Civil works, hardscape and soft landscape works to the relevant applicable Indian Standards. This standard applies to all elements as described in the project scope and project components section and associated services based on the project intent developed by the Employer and including handing over of the same in full accordance with the Employer's requirements.

Points to be noted:

- The Architectural & Landscape drawings prepared and given by the Employer as Tender Drawings, are basically concept drawings for the Bidder to have a reference on the requirements that are expected to be attained from the facility.
- The Bidder shall submit the full set of drawings including Architectural, Landscaping, & MEP services with all details in compliance with the tender drawings, KMBR, NBC and other standards and regulations for approval from the client.
- The Bidder should conduct a preliminary assessment of the access conditions and feasibility of transporting and storing material at the work site prior to the Tender submission.
- All material samples to be submitted to the Employer or his Representatives at least 14 days for comments and approval prior to commencement of works and prior to use.
- The bidder shall guarantee that all materials and components designed, fabricated and supplied and laid by him shall be free of any type of defects due to faulty material / workmanship / laying / erection for the defect liability period. Within this defect liability period, the contractor shall render free maintenance failing which the same shall be deducted for the retention cost as per contract. All modes of measurements shall be in Square meters.

2.7. ELECTRICAL WORKS

The electrical work including Design, Supply, installation, testing and commissioning of lighting system of Vasco Square shall be executed through an experienced supervisors/ worker having license from Kerala Electrical Inspectorate.

2.7.1. DETAILED SCOPE OF WORK

Supply, installation, testing and commissioning of the Following:

- Supply, installation, testing and commissioning of lighting control panel, distribution boards, & junction boxes etc.
- Supply, laying, glanding and termination of 1.1 KV 3.5 core / 4 core (XLPE insulated armoured power, control & data cables from lighting control panels in HDPE ducts to outdoor lighting poles, control panels etc.
- Supply and installation and testing and commissioning of Galvanised Iron posts and LED light fixtures.
- Earthing of LT panel, and distribution boards, control panels and junction box, cable trays at two different points, earthing of each lighting pole and providing earth pit for every 5th pole), per standards and specifications within project area.
- Supply, laying and commissioning of DWC / HDPE pipes/ Cable trays and all other materials for foundation like cement, steel, sand gravels of suitable size as required shall be in the scope of contractor.
- Preparation of working drawing before installation, to match the requirement and approval from the employer representative.
- Dressing of cables in cable trays using nylon ties as required.
- Providing and installation of SS cable identification tags in cable trays and termination
- Laying of warning tape in buried cable trenches for protection of cable.
- Testing of Cables before Laying, Jointing, commissioning etc. as required.
- Labelling of equipment's like Lighting Control Panel, light poles, earth pits, lights, as per design specifications and relevant standards.
- Liaisoning with KSEB and obtain power supply for street lighting system from KSEB.
- Supply and fabrication of Civil foundations as recommended by the manufacturers of feeder pillars, Pedestrian lights, wall mounted lights fixture and mounting arrangement for Control panel and junction box etc. shall be in the scope of the contractor.
- All the civil works such as excavation of earth, laying of Hume pipes/ HDPE pipes/ DWC pipes in soil, concreting if required, back filling of excavated earth, providing man holes as required for cable laying and jointing as per standards.
- Adequate length of cable/ loop shall be provided at the end terminations for future termination.
- Operation & maintenance of lighting system including supply of required spares, lights, lamps, fuses,

2.7.2. INSPECTION

All the bought-out items/ equipment's/ panels/ LED fixtures/ GI poles will be got inspected at Vendor's premises from the owner before it is transported at the site failing which it will be treated as breach of contract.

2.7.3. DRAWINGS

The contractor will furnish three sets of all the drawings required for execution of work after detailed design and engineering on the basis of Single Line Diagram (SLD) for approval to the owner at the earliest but not later than one month after award of contract. The owner/ consultant will approve the drawings. Within 15 days after receipt and these approved drawings will be considered as Good for Construction (GFC) for execution at site. Similarly, all the drawings, in respect of equipments to be purchased from approved Vendors shall be submitted to owner/ consultant

for approval and these drawings. shall also be approved within 15 days after receipt. Any equipment purchased by the contractor without the approved drawing will be treated as a breach of contract. Lighting layout drawing, lighting design report, single line diagram of panel.

2.8. TECHNICAL SERVICES

The following technical services shall be in the scope of the Bidder:

- (a) Liaison with Central/state Government Departments/KSEB/ CEIG or any other authorities concerned on for matters like work entrustment, vendor approvals, drawing approvals, PTCC, TA&QC approvals and any other matters connected with the work and gets the approvals within the specified time for successful completion of work for all matters including obtaining approved designs & drawings, and commissioning of the Project including all incidental costs incurred thereon. Cochin Smart Mission Limited, however, will provide only all the required administrative supports to the contractor in this regard and also would reimburse to the Contractor all the statutory charges paid to the departments like KSEB/CEIG on production of official receipts thereon.
- (b) Liaison with Kerala State Electricity Board (KSEB) for approval of technical specifications, materials, inspection, quality control, testing and commissioning of newly installed equipment, total responsibility for the completeness of the project including erection testing and commissioning.
- (c) The successful tenderer shall take the responsibility of obtaining all statutory clearances from all statutory bodies, on behalf of the Employer. (However, fee to be reimbursed by the Employer on production of documentary evidence)
- (d) Working drawing and layout engineering of Electrical and Civil & structural work.
- (e) Submission of QAP and Test certificates.
- (f) Arranging inspection of the materials by the employer/ employer representative by bidder in his own cost.
- (g) Submission of As Built drawing after commissioning of project.
- (h) All materials /machinery/items used in the subject package shall be provided according to specification given herein. All electrical items shall be supplied from the "List of Preferred makes". Prior approval from Employer shall be taken for the equipment/ items not available in the list.

2.9. SPARES

The contractor shall supply 10% of LED fixtures, lamps and poles of each category and consumables like fuses, and other essential spares after successful commissioning and handing over of work.

3 Technical Specification & Drawings

TECHNICAL SPECIFICATIONS

2.10. CIVIL -STANDARAD SPECIFICATIONS

- a. The work in general shall be carried out as per **CPWD specifications, 2009 (Volume I to II)**. Additionally, the specifications for individual items given in the document shall be read in conjunction with CPWD specifications.
- b. For the items not covered under the specifications as stated above, the work shall be done as per relevant IS Codes, latest publications with correction slip.
- c. For the items not covered under any of the specifications stated above, the work shall be executed as per Manufacturer's specifications/ General Engineering Practice and/or as per direction of Engineer-in-charge.
- d. In the absence of any definite provisions or any particular issue in the aforesaid specifications, reference is to be made to the latest codes and specifications of BIS, IRC, BS, ASTM, AASHTO and CAN/CAS in that order. Where even these are silent, the construction and completion of works shall confirm to sound engineering practice as approved by Engineer-in-Charge. In case, if any dispute arises out of interpretation of the above, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.
- e. Wherever reference is made in the Contract to specific standard codes to be met by the materials, plants and other supplies to be furnished and work performed and tested, the latest edition or revision of the relevant codes in effect shall apply, unless otherwise explicitly stated in the contract. Wherever such standards and codes are national or related to a particular country of region, other internationally recognized standards which ensure a substantially equal or higher performance than the standards and codes specified will be accepted subject to the Engineer-in Charge's prior review and written approval. Differences between standards must be fully described in writing by the contractor and submitted to the Engineer-in-Charge at least 15 days prior to the date when contractor desires the Engineer-in-Charge's approval.

If the Engineer-in-Charge determines that such proposed deviation do not ensure substantially equal performance, the contractor shall comply with the standards specified in the documents.

These Specifications contained herein shall be read in conjunction with other tender documents.

- i The Work shall be carried out in accordance with the "Good for Construction" drawings and designs as would be issued to the Contractor by the Engineer duly signed and stamped by him. The Contractor shall not take cognizance of any drawings, designs, specifications, etc. not bearing Engineer's signature and stamp. Similarly, the Contractor shall not take cognizance of instructions given by any other Authority except the instructions given by the Engineer in writing.
- ii The work shall be executed and measured as per metric units given in the Schedule of Quantities, drawings etc. (FPS units where indicated are for guidance only).
- iii Absence of terms such as providing, supplying, laying, installing, fixing etc in the descriptions does not even remotely suggest that the Contractor is absolved of such providing, supplying etc unless an

explicit stipulation is made in this contract. The Owner shall bear no costs of materials, labour, equipment, duties, taxes, royalties etc.

- iv The specifications may have been divided into different sections / sub-heads for convenience only. They do not restrict any cross-references. The Contractor shall take into account inter-relations between various parts of works/trades. No claim shall be entertained on the basis of compartmental interpretations.
- v The classification of various items of works for purposes of measurements and payments shall be as per bills of quantities (BOQ). Except where distinguished by BOQ, the rates apply to all heights, depths, sizes, shapes and locations. They also cater for all cuts and wastes. No floor wise separation shall be made for the rates. Likewise, all heights of centering, shuttering, staging, formwork and scaffolding, trusses and erection methods are covered by the rates including multi stage propping for heights greater than one floor as per drawings.

2.11. LANDSCAPING -STANDARD SPECIFICATIONS

2.11.1. Planting of Shrubs, Creepers, Ground Covers

Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement. All plant materials shall be healthy, sound, vigorous with good foliage, and free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted.

Preparation of soil for grass, ground cover, edges, shrubs and flower beds: Then prepare the same soil with 50mm to 75mm thick layer of well decomposed, weed free farm yard manure or vermicomposting. Treat the soil with chlorpyrifos / Lindane / Neem cake depends upon the infestation of soil borne pests. Treat the soil with proper herbicide to control the weeds only on need basis. Finally level the soil as per the drawing or planting details.

Preparation of pits for shrubs, creepers and hedges : The bed shall be prepared with good earth mixed with 1/3rd quantity of decomposed farmyard manure along with a sapling of shrubs, ground covers, lilies, suckering plants etc. as per design plant spacing – 30-60 cm. maintaining (application of liquid manures/ growth regulators/ pesticides as per need, weeding regularly so as to keep the plant healthy all the time) it for a period of 12 Months from the date of virtual completion of development work

Planting shrub/ground cover- Planting of shrub in the bed prepared earlier by filling garden soil and manure (67:33 ratio). Planting the shrub with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree / shrub planted. Preparing the bed around the shrub and watering after staking and tying. Maintenance of shrub/ground cover up to 12 (Twelve) months by regular watering and attending the inter-cultivation practices such as weeding, racking, watering gap filling, free of weeds by regular hoeing etc. The plant should be well maintained, disease free, well-trimmed at the time of handing over. In case of

death of the plant the contractor needs to replace the same with equally well grown healthy plant. Nurture the shrubs/ground cover with organic solid manures and liquid manures, spray bio-insecticides, parasites, predators to protect the trees from pest and disease. Amend the soil on regular basis with proper soil amendments to keep the pH level between 7 - 7.5.

Planting hedges / edges - Planting of hedge / edge in the ground prepared earlier by filling garden soil and manure. Preparing a pit of require size (for accommodating the root ball of plant) Planting the plants in 2/3 rows (as per instructions) at root ball removed carefully and without disturbing the root ball from poly bag. Pressing the soil firmly around the plant. Preparing the basin for watering. Maintain hedge / edge up to twelve months by regular watering and attending the inter-cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The hedge / edge should be well maintained, disease free, well-trimmed at the time of handing over. In case of death of the plant the contractor needs to replace the same with equally well grown healthy plant.

Planting Ground cover - Planting of ground cover plants in the ground prepared earlier by filling garden soil and manure preparing a pit of require size in the ground. Planting the ground cover plant root ball at nine inches apart in the pit after removing carefully and without disturbing the root ball. Pressing the soil firmly around the plant preparing the basin around the plant watering. Maintenance of ground cover up to two months by regular watering and attending the inter-cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The ground maintained, disease free, well-trimmed at the time of handing over. In case of death of the plant the contractor needs to replace the same with equally well grown healthy plant.

2.12. ELECTRICAL -STANDARAD SPECIFICATIONS

2.12.1. Applicable Codes and Regulations

Electrical arrangement shall be based on BS: 7671 - 2001 "Requirements for electrical installations. IEE Wiring Regulations - Sixteenth edition" or other internationally recognized equivalent standard approved by the Employer's representative examples of which are:

- (i) IEA Indian Electricity Act
- (ii) BS British Standard
- (iii) EN Euro Norm Standard
- (iv) ISO International Standards Organization
- (v) IEC International Electro-Technical Commission
- (vi) NEC National Electrical Code
- (vii) NEMA National Electrical Manufacturers Association
- (viii) NFPA National Fire Protection Association
- (ix) IS/BIS Bureau of Indian Standards

2.12.2. Local Codes, Regulations and Standards

Unless otherwise stated, the electrical system shall be governed by all applicable local codes, code of practices regulations and standards (all latest) issued by the local agencies such as:

- (i) Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended upto date.
- (ii) Public Works Department (Central/State)
- (iii) KSEB
- (iv) National Safety Council
- (v) Chief Electrical Inspector
- (vi) CEA regulations.

The Contractor shall ensure compliance with the regulations laid down by local authorities i.e., Government, Municipal, Electrical Inspector, and all other statutory agencies including fire safety regulations, fire insurance regulations or other local codes and obtain approvals from relevant authorities at appropriate stages of work as required.

2.12.3. LED STREET LIGHT FIXTURE

3.3.3.1 SCOPE

- (a) The product should be latest state of art and compliant to relevant IEC 60598-1, 2, 3, IEC 62031 and IEC/PAS 62612 or their latest edition depending on the type of luminaire. In addition to the above luminaire shall adhere to relevant BIS standards IS 15885, 16101, 16102, 16103, 16104, 16105, 16106, 16107 (Part I & II) and 16108 as per the application. The product shall be of proven design should possess type test certificate / performance certificate from the accredited laboratory. The product and its major components shall be state of art and of proven design.

3.3.3.2 FIXTURE

- (a) The fixture shall be designed to work in coastal, humid, salt laden and corrosive atmosphere.
- (b) Housing, if not used as a heat sink shall be made of 0.5 mm thick CRCA sheet / Extruded Aluminium (2 mm) or pressure die cast (PDC-2 mm), conforming to
- (c) relevant standards, polyester powder coated of at least 40 microns) and high U.V. & corrosion resistance. Colour of coating shall be matched with colour of the lighting pole.

3.3.3.3 LUMINAIRE: Wattage shall be as per BOQ.

High lumen efficacy LEDs suitable for the application along with following features shall be used:

- a) Optics of Luminaire shall of Type III suitable for street lights and Type II for pathway light.

- b) Luminaire shall be with clear polycarbonate cover or with high transitivity material.
- c) Lighting fixtures and accessories shall be designed for continuous trouble-free operation under diverse atmospheric conditions without deterioration of materials.
- d) Degree of protection of enclosure shall be minimum IP-66 for outdoor fixtures. Test report shall be submitted along with relevant catalogues at the time of bid submission.
- e) The fixture should conform to applicable IS 10322 / IEC 60598 (All parts & amendments) and should have the associated LM-79 report (for Electrical and photometric test methodology for LED lighting) from a third party NABL accredited lab. Test report shall be submitted along with relevant catalogues at the time of bid submission.
- f) System Efficacy of luminaire shall be minimum 120 or above lumen/watt.
- g) Adequate heat sink with proper thermal management shall be provided.
- h) The Solder used shall be ROHS compatible for environment friendliness.
- i) Colour rendering index CRI ≥ 70 as specified in item description.
- j) Correlated Colour Temperature shall be in the range of 4000 K as specified in item description
- k) The lumen maintenance of the LED lightings shall not be less than 80% after 50,000 hours i.e. L80 (B50). LM-80 report from LED manufacturer shall be submitted at the time of bid submission.

3.3.3.4 LED driver

LED driver shall have following features:

- (a) Input voltage Range within 160V(RMS) to 270V (RMS).
- (b) Driver shall withstand 10 KV surge protection
- (c) Power factor shall be more than 0.95
- (d) THD shall be less than 15%
- (e) Output voltage ripple should be within 3%
- (f) Output over voltage protection 125 V DC
- (g) Full Load Efficiency shall be $\geq 85\%$
- (h) Current waveform should meet EN 61000-3-2
- (i) LED Driver shall withstand voltage of 350V for 2 hours and restore normal working when normal voltage is applied
- (j) The driver should comply to CISPR 15 for limits and methods of measurement of Radio

Disturbance characteristics

- (k) The equipment should comply to IEC 61547 for EMC immunity requirements
- (l) The control gear should be compliant to IEC 61347-2-13, IEC 62031 and IEC 62384
- (m) The LED Driver shall be minimum IP 66 rating. The test report from LED driver manufacturer shall be submitted at the time of bid submission.

3.3.3.5 Test Report

Test reports for various parameters i.e. flux, power, efficacy, chromaticity, temperature, protection etc. issued by certified agency shall be furnished.

CSML reserves the right of testing of products for its conformity in accordance with above specifications.

3.3.3.6 Guarantee for Light Fixtures and poles:

The LED lighting system including drivers shall be guaranteed for satisfactory performance and manufacturing defects for a period of 5 years from the date of commissioning and issue of Taking over certificate. The Contractor shall replace the LED luminaires including driver, free of cost in the event of failure due to design, manufacturing, installation etc. during Defect liability period.

2.12.4. Other Works to be done by the Contractor

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost: -

- a) Foundations for equipments and components where required, including foundation bolts.
- b) Cutting and making good all damages caused during installation and restoring the same to their original finish.
- c) Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.
- d) Painting at site of all exposed metal surfaces of the installation other than pre-painted items like fittings, fans, switchgear/ distribution gear items, cubicle switchboard etc. Damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-charge.
- e) Storage and Custody of Materials
- f) Testing and commissioning of completed installation.

2.12.5. Electric Power Supply and Water Supply

Unless and otherwise specified, power supply and water supply will be arranged by the contractor at the site for installation purpose.

However, for testing purpose, electricity supply will be made available free of cost to the contractor.

Contractor will take due care to ensure safety of electrical installation during execution of work.

2.12.6. Tools for Handling and Erection

All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

2.12.7. Conformity to IE Act, IE Rules, and Standards

All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). List of Rules of particular importance to Electrical Installations under these General Specifications is given in Appendix C for reference.

2.12.8. General Requirements of Components

3.3.8.1 Quality of Materials

All materials and equipments supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

3.3.8.2 Inspection of Materials and Equipments

Materials and equipments to be used in the work shall be inspected by the Departmental officers. Such inspection will be of following categories:

- (a) To receive materials at site with Manufacturer's Test Certificate(s).
- (b) To inspect materials at the Authorized Dealer's Godowns to ensure delivery of genuine materials at site.
- (c) To receive materials after physical inspection at site.

3.3.8.3 Ratings of Components

- (a) All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used.
- (b) All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

3.3.8.4 Conformity to Standards

- (a) All components shall conform to relevant Indian Standard Specifications, wherever existing. Materials with ISI certification mark shall be preferred.

3.3.8.5 Interchangeability

Similar parts of all switches, lamp holders, distribution fuse boards, switch gears, ceiling roses, brackets, pendants, fans and all other fittings of the same type shall be interchangeable in each installation.

2.12.9. Workmanship

- a) Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.
- b) Proper Supervision/Skilled Workmen
- c) The contractor shall be a licensed electrical contractor of appropriate class suitable for execution of the electrical work. He shall engage suitably skilled/ licensed workmen of various categories for execution of work supervised by supervisors / Engineer of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of the owner / its representative during the progress of work.

3.3.8.6 Use of Quality Materials

Only quality materials of reputed make as specified in the tender will be used in work.

3.3.8.7 Fabrication in Reputed Workshop

Switch boards and LT panels shall be fabricated in a factory/ workshop having modern facilities like quality fabrication, seven tank process, powder/ epoxy paint plant, proper testing facilities, manned by qualified technical personnel.

The tender shall specify some quality makes of fabricators with modern facilities of design, fabrication and testing capable of delivering high quality LT panels and switch boards after testing as per relevant specifications.

3.3.8.8 Testing

All tests prescribed in these General Specifications, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-in-charge in prescribed Performa, forming part of the Completion Certificate.

3.3.8.9 Commissioning on Completion

After the work is completed, it shall be ensured that the installation is tested and commissioned.

3.3.8.10 Completion Plan and Completion Certificate

For all works completion certificate after completion of work as given in Appendix E shall be submitted to the Engineer-in-charge.

Completion plan drawn to a suitable scale in tracing cloth with ink indicating the following, along with three blue print copies of the same shall also be submitted.

- (a) General layout of the building.
- (b) Locations of main switchboard and distribution boards, indicating the circuit numbers controlled by them.
- (c) Position of all points and their controls.
- (d) Types of fittings, viz. fluorescent, pendants, brackets, bulk head, fans and exhaust fans etc.
- (e) Name of work, job number, accepted tender reference, actual date of completion, names of Division/Sub-Division, and name of the firm who executed the work with their signature.

3.3.8.11 Guarantee

The installation will be handed over to the CSML after necessary testing and commissioning. The installation will be guaranteed against any defective design/ workman-ship. Similarly, the materials supplied by the contractor will be guaranteed against any manufacturing defect, inferior quality. The guarantee period will be for a period of 12 months from the date of handing over to the Owner. Installation/ equipment's or components thereof shall be rectified/ repaired to the satisfaction of the Engineer-in-charge.

2.13. DRAWINGS

The List of Drawings will be uploaded along with the this bid document.

S.NO	Drawing Title	DRG No
1	MASTER PLAN AND SECTION	CSML/M17/IDCU/UDPE/AR-001

4 General Conditions of Contract (GCC)

3. General Conditions of Contract (GCC)

3.1. General Conditions

3.1.1. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

- 1) "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender.
- 2) "Consignee" means where the equipment is required by the acceptance of the tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination.
- 3) "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, schedule of Requirements, Technical Specification and Annexures particulars and the other conditions specified in the acceptance of tender, and amendments.
- 4) The "Contractor"/Bidder/Tenderer" means the person, firm or company with whom the order of the supply is placed/participated/intend to participate in the tender.
- 5) "Drawing" means the drawing or drawings specified in or annexed to the specification.
- 6) The "Inspecting Officer" means the person/team of CSML specified in due course of time for the purpose of inspection of equipment and includes his/their authorized representatives.
- 7) "Particulars" include:-
 - a) Specifications
 - b) Drawings
 - c) "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
 - d) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.
- 8) "Inspection Test" means such test or tests as are prescribed by the specifications to be made by the Purchaser / Employer or his nominee during installation, and commissioning.
 - (a) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser / Employer;
 - (b) The "Purchaser / Employer" means Cochin Smart Mission Limited (CSML).
 - (c) "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;

- (d) "Site" mean the Locations as specified in the technical specifications at which equipment is required to be delivered /installed by the Contractor under the contract or any other place approved by the Purchaser / Employer for the purpose in Kochi
- (e) "Equipment" means the goods in the contract, which the Contractor has agreed to supply under the contract;
- (f) "Test" means such test as is prescribed by the particulars or considered necessary by the CSML whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- (g) "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "technical Specifications / schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and technical Specifications / "Schedule of Requirements").
- (h) The delivery of the equipment shall be deemed to take place in accordance with the terms of the contract, after approval by the Inspecting Officer /team from CSML /its representatives the consignee
- (i) "Writing" or "Written" includes matter either in whole or in part, in manuscript typewritten, or printed as the case may be.
- (j) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, or the General Clauses act, 1897 as the case may be.
- (k) "Facilities" means the Equipment to be supplied and installed as well as all the Installation Services to be carried out by the Contractor under the Contract.
- (l) "Purchaser / Employer" means the person named as such in the Tender Document and includes the legal successors or permitted assigns of the Purchaser / Employer.

3.1.2. CONTRACT DOCUMENTS:

Subject to Article Order of Precedence of the Contract Agreement all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract document shall be read as a whole.

3.1.3. SEVEREABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.1.4. CONTRACTOR'S RESPONSIBILITIES

- a) The Contractor/Bidder shall execute, deliver, supply, commission, and carry out defect liability period (DLP) with due care and diligence in accordance with the Contract.
- b) The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Purchaser / Employer; The Contractor acknowledges that any failure, to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- c) The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser / Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

3.1.5. CONFIDENTIAL INFORMATION

- 1) The Purchaser / Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party, any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.
- 2) The Contractor shall not use such documents, data and other information received from the Purchaser / Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

3.1.6. CONTRACT

- 1) This contract is for the supply, install, commissioning of the work, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein.
- 2) The whole contract is to be executed in the most approved, substantial and workmanship manner, to the entire satisfaction of the Purchaser / Employer or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the work / equipment at such times as he may deem fit and to reject any of the equipment which he may disapprove.

3.1.7. PERFORMANCE BANK GUARANTEE

- 1) The successful bidder shall furnish a Performance Bank Guarantee (PBG) valid upto 60 days beyond the completion of Defect liability period from a Scheduled Commercial Bank, payable at a designated bank branch located in Kochi within 28 days from the receipt of LOA/ purchase order of the tender for an amount equivalent to 10% of the value of the LOA.

- 2) Failure to submit PBG within 28 days from the LOA / purchase order will attract LD of 0.5% per week of the total LOA subject to maximum of 10% of the LOA value, after which the contract will be deemed to be cancelled.
- 3) The Purchaser / Employer shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser / Employer shall also be entitled to deduct from the amount of the Performance Bank Guarantee any loss or damage which the Purchaser / Employer may suffer.

3.1.8. TAXES AND DUTIES

- 1) The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- 2) In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax, Goods & Service Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Purchaser / Employer.

3.1.9. DELIVERY

The Contractor shall be required by the Purchaser / Employer to deliver the work / equipment at Kochi site locations as per Technical Specifications, the quantities of the work / equipment detailed therein shall be delivered not later than the dates specified in the delivery schedule. The delivery will not be deemed to be complete until and unless the work / equipment are inspected and accepted by the Inspecting Officer/team of CSML or its representatives

- 1) **Notification of delivery:** Notification of delivery and dispatch in regard to each and every installment shall be made to the Purchaser / Employer immediately on dispatch and delivery. The tracking number of transport mode along with necessary details for tracking of the dispatched equipment's needs to be communicated to the Purchaser / Employer on every dispatch.
- 2) **Time for delivery:** The time is the essence of the contract and date specified in the contract or as extended for the delivery of the Equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the dates so specified or extended by Purchaser / Employer.
- 3) **Progress of Deliveries:** The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser / Employer for the purpose of ascertaining the progress of the deliveries under the contract.
- 4) **Extension of Time:** for Delivery The Purchaser / Employer may extend the timeline for delivery of work / equipment (at one or more locations) at his own discretion due to the reasons which may be beyond the control of Purchaser / Employer. The price quoted shall remain same even in case of extended delivery time line.

3.1.10. FAILURE AND TERMINATION

If the contractor fails to deliver the work / equipment or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser / Employer may without prejudice to his other rights:- Recover from the Contractor as a penalty a sum equivalent to 0.5 % value of total LOA / purchase order (contract value) per week subject to maximum of 10%, after which contract will be deemed as cancelled & PBG will be encashed by the Purchaser / Employer.

3.1.11. CONSEQUENCES OF REJECTION

If on inspection of the work / equipment at site, are found to be not matching the requirement of Purchaser / Employer as mentioned in the tender document and are being rejected by the Inspecting Officer/team of CSML or its representatives, the Contractor would be required to make satisfactory supplies of brand new and unused equipment meeting the requirement as mentioned in the tender document within the stipulated period of delivery.

1) Removal of rejected stores

- i) On rejection of any work / equipment submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 10 days of the date of intimation of such rejection.
- ii) All rejected equipment shall in any event and circumstances remain and always are at the risk of the Contractor immediately on such rejection. If such equipment are not removed by the Contractor within the periods aforementioned, the Inspecting Officer/CSML representatives or its authorized personnel may remove the rejected equipment. The Purchaser / Employer shall, in addition, be entitled to recover from the Contractor the handling and storage charges on the rejected equipment after the expiry of the time-limit mentioned above.

3.1.12. PACKING AND MARKING

- 1) Packing: The Contractor shall pack at his own cost the equipment sufficiently and properly for transit by rail/road, air and/or sea so as to ensure their being free from loss or damage on arrival at their destination locations as specified in the purchase order. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use. Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price. Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the equipment and the quantity contained therein.
- 2) Marking: The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to

merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: - The following particulars should be stenciled with indelible paint on all the materials/packages:

- (a) Contract No.
- (b) Purchaser / Employer Name& logo.

In addition to the marking as specified above, distinguish color marks should be given so as to distinguish the ultimate Consignees in India

3.1.13. CONSIGNEE'S RIGHT OF REJECTION

Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser / Employer, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

3.1.14. RESPONSIBILITY FOR COMPLETENESS

- 1) Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the equipment must meet the operational requirement at the place of delivery.
- 2) All the charges incurred towards man-powers, materials, transportation, making the equipment operational etc. at the place of delivery shall be borne by the successful bidder.

3.1.15. INDEMNITY

- 1) The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Bidder shall at all times indemnify the Purchaser / Employer against all claims which may be made in respect of the equipment for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against Purchaser / Employer, the Purchaser / Employer shall notify the bidder of the same and the bidder shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
- 2) The bidder shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser / Employer whose decision shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or

under the control of the bidder, his servants, workmen or agents.

3.1.16. CORRUPT PRACTICES

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser / Employer or working under the orders of the Purchaser / Employer any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser / Employer or Government for showing any favor or for bearing to show disfavor to any person in relation to the contract or to any other contract with the Purchaser / Employer or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser / Employer to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 10.

3.1.17. INSOLVENCY AND BREACH OF CONTRACT

The Purchaser / Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- a) If the Contractor being an individual or a firm: - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c) If the contractor commits any breach of the contract not herein specifically provided for.
- d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser / Employer and provided also the Contractor shall be liable to pay to the Purchaser / Employer any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re purchase.

3.1.18. LAWS GOVERNING THE CONTRACT

- 1) This contract shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

3.2. Project Implementation Schedule, Deliverables and Payment Terms

3.2.1. Deliverables & Payment Schedule

The payment of work shall be strictly on project milestone basis as per actuals based on the details provided in the table provided below. The payment shall be released on successful completion of various deliverables to the satisfaction of AUTHORITY as per Clause 3.2.2.

T = Signing of Contract

S No	Financial progress to be achieved Compared to % of Accepted Contract amount	Timelines
1	12.5% (Cumulative)	25% (Cumulative) of total time in months
2	37.5% (Cumulative)	50% (Cumulative) of total time in months
3	75.0% (Cumulative)	75% (Cumulative) of total time in months
4	100% (Cumulative)	100% (Cumulative) of total time in months

3.2.2. Payment Terms

This being an Admeasurement contract, the selected contractor will raise monthly invoices, against the work done in the preceding month and will be paid accordingly after deductions, if any, as per the contract condition.

Payment terms: For Electrical items

Item Type	Sl.No.	Break up of payment	Percentage
Major Electrical works/ Items like LED luminaire, cables, ighting panels, etc.	1	After supply of material to site & submission of third party inspection certificates & acceptance.	60 %
	2	After installing as per tender specification.	15%
	3	Testing and commissioning of installed work On successful completion and commissioning of the system in section.	10 %
	4	Final Handing over	5%
	5	On Successful Completion of DLP	10%
Dismantling work	1	Dismantling at site & depositing the same at stores	95 %
	2	Final Handing over	5 %
Dismantling & Re-Installation	1	Dismantling & installation at site	70%

	2	Testing and commissioning of installed work	25%
	3	Final Handing over	5 %
Supply and erection of poles	1	After supply of material to site & submission of third-party inspection certificates & acceptance.	50 %
	2	After installing as per tender specification.	35%
	3	Final Handing over	5 %
	4	On Successful Completion of DLP	10%

Penalty:

General:

If the contractor fails to comply with the following, penalty shall be levied as mentioned against each of the components

- i) Non submission of monthly report shall invite penalty of INR 10,000 for each such occurrence. The monthly report shall cover all relevant details defined in the contract.
- ii) In case any Child labour is employed at site in violation with the laws of the state and India, the employer will levy an additional penalty of Rs 25,000 per incidence and if such instance occurs more than once the contract may be terminated, to be decided at the sole discretion of the Employer

Conditions to be fulfilled for receipt of payment upon supply of work / equipment / materials to site after third party inspection & acceptance:

- a) The work / materials are in-accordance with the specification;
- b) Such equipment / materials have been delivered to site and are properly stored and Protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks;
- c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;
- d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;
- e) Ownership of such materials shall be deemed to vest with the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and

The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

The payment of other items will be made as per BOQ as and when they are completed.

The bidder shall submit the Interim payment certificates (Running bills) on a monthly basis along with all the necessary supporting documents during execution period.

Payment of O & M charges shall be made on quarterly basis at the end of the quarter against the consignee's certificate indicating that firm has successfully maintained the equipment during the claim period. Payment should be followed strictly as per terms and conditions of Tender Documents and Tax as applicable will be deducted.

A retention amounting to 5 % (Five percent) of the gross amount of each running bill will be deducted at the time of certifying interim payment, for the due execution and completion of the work including operation & maintenance under Contract. This retention amount is liable to be forfeited, partly or wholly, if the Contractor fails to carry out the assignment or to keep up the desired rate of progress as per Contract.

The retention amount will be released on the successful completion of the work, defect liability period including operation and maintenance as certified by the competent authority. The contractor to submit final bills along with 'as built drawings' otherwise, final bills will not be entertained, and final bills will be considered as incomplete and returned. The Employer shall pay the amount certified in the Final Payment Certificate within 60 days from the date of issue of the Final Payment Certificate.

If the Contractor or his workmen or servants knowingly or unknowingly break, damage, deface, injure or destroy any part of the fixed or part of unfixed development in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work while it is in progress, from any cause whatever, or if any damage of any kind is done to the plant material incorporated in the work, or if any imperfections become apparent in it within Twelve months (12 months) of the Completion of work, by the Site-In- Charge or other competent authority, the Contractor shall make good the same at his own expense, or in default, the Site-In-Charge or other competent authority may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Site-In-Charge or other competent authority shall be final) from any sums that may be due or may thereafter become due to the Contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

3.2.3. Retention Money

- i) A retention amounting to 5 % (Five percent) of the gross amount of each bill will be deducted at the time of certifying interim payment, for the due execution and completion of the work including operation & maintenance under Contract. This retention amount is liable to be forfeited, partly or wholly, if the Contractor fails to carry out the assignment or to keep up the desired rate of progress as per Contract.

The retention amount will be released on the successful completion of the work, defect liability period including operation and maintenance, if any as certified by the competent authority.

3.3. Confidential Information

- a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the

other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

3.4. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

3.5. Force Majeure

The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Purchaser / Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

- a) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Successful Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Successful Bidder. Such events may include, but not be limited to, acts of AUTHORITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b) If a Force Majeure situation arises, the Successful Bidder shall promptly notify AUTHORITY in writing of such condition and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.6. Settlement of Disputes

- 1) Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written

Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 3.6 (2) shall become applicable.

2) Arbitration:

In the case of dispute arising, upon or in relation to, or in connection with the contract between AUTHORITY and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

3) In case of any disputes arising between the Purchaser / Employer and the bidder, the matter will be referred to the Arbitrator solely appointed by MD, CSML. All the decisions made by the Arbitrator shall be final and binding to both the parties.

4) Arbitration proceedings shall be held in Kochi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English

5) Cost of Arbitration: The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

6) Jurisdiction of Courts: Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Kochi.

7) Suspension of Work on Account Of Arbitration: There should be no impact on the ongoing supply, installation, testing, commissioning, maintenance, operational requirement of equipment along with training to the staff of the purchased in case the matter is referred to Arbitration.

3.7. Extensions of Time

1) If at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.

2) Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in AUTHORITY, unless an extension of time is agreed mutually.

3.8. Termination

1) AUTHORITY may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause In such an occurrence, AUTHORITY shall give a not less than 30 days' written notice of termination to the Successful Bidder.

2) If the Successful Bidder does not remedy a failure in the performance of its obligations under the Contract,

within thirty (30) days after being notified or within any further period as AUTHORITY may have subsequently approved in writing.

- 3) If the Successful Bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- 4) If, in the judgment of AUTHORITY has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5) If, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 6) If the Successful Bidder submits to the AUTHORITY a false statement which has a material effect on the rights, obligations or interests of AUTHORITY.
- 7) If the Successful Bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to AUTHORITY.
- 8) If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.
- 9) If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- 10) If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 11) In the event AUTHORITY terminates the Contract in whole or in part, pursuant to GCC Clause 3.8, AUTHORITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder shall be liable to AUTHORITY for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

3.9. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 3.8, the AUTHORITY shall make the following payments to the Successful Bidder:

- a) If the Contract is terminated pursuant to GCC Clause 3.8 (10), remuneration for Services satisfactorily performed prior to the effective date of termination.
- b) If the agreement is terminated pursuant of GCC Clause 3.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9). The Successful Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the AUTHORITY. Applicable under such circumstances, upon termination, the AUTHORITY may also impose liquidated damages. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 days of termination date.

3.10. Assignment

If Successful Bidder fails to render services in stipulated timeframe and as per schedule, AUTHORITY, at its discretion and without any prior notice to Successful Bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

3.11. Other Conditions

- a) The Successful Bidder should comply with all applicable laws and rules of Government of India / Government of Kerala/ULB.
- b) Support Executive/Supervisor deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.
- c) Managing Director, CSML reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.
- d) Electricity and water for the project shall be arranged by the contractor at owncost.

Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the MANAGING DIRECTOR, CSML reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

3.12. Limitation of Liability:

Limitation of Contractor's Liability towards the Authority:

- a) Neither Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- b) Except in case of gross negligence or willful misconduct on the part of bidder or on the part of any person or company acting on behalf of bidder in carrying out the Services,

Bidder, with respect to damage caused by Bidder to CSML / KMC /Authority's property, shall not be liable to Authority / CSML / KMC:

- i) for any indirect or consequential loss or damage; and
- ii) For any direct loss or damage that exceeds the total payments payable under the Contract to bidder hereunder,

This limitation of liability shall not affect Bidders liability, if any, for damage to Third Parties caused by BIDDER or any person or company acting on behalf of BIDDER in carrying out the Services or any obligation of the Licensee to indemnify the Authority with respect to intellectual property rights infringement claims.

ANNEXURES

4. Annexure

Annexure 1 - Guidelines for Pre-Qualification Proposal (part of Technical proposal)

Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favour of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of registration with Kerala PWD or other Govt departments as a class - 'B' contractor			Registration No Validity date
6.	Copy of Certificate of Incorporation / Registration under Companies Act, 2136/2013 or corresponding Act in abroad			Registration Number: Date of Incorporation:
7.	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2015-16, 2016-17 and 2017-18			Year-wise details of turnover
8.	Declaration for not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other			Reference No: Date of Letter:

S No.	List of Documents	File Name	Submitted (Y / N)	Description
	<p>unethical business practices as on date of submission of the proposal.</p> <p>As per format provided at Annexure 4</p>			

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

**Managing Director,
Smart Mission Limited (CSML)
Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.**

**Cochin
10th**

Subject: Bid for Implementation of Integrated Traffic Management System (ITMS) in Kochi

RFP Reference No: XX

Dear Sir,

With reference to your "**RFP for Upgradation of Dutch Palace Entry Area** , we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.etenders.kerala.gov.in),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **Authority** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at

Thanking you,
Yours sincerely,
(Signature of the Lead bidder)
Printed Name
Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory
 Name
 Seal

Annexure 1.4. - Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 1.5 - Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of Rs 200 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among-----
----- (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and -----
----- (hereinafter referred as " ") and having office at [Address], as Party of the Second Part and -----
----- (hereinafter referred as " ") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS CSML, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in "RFP for Upgradation of Dutch Palace Entry Area under Smart City Mission:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "RFP for Upgradation of Dutch Palace Entry Area under Smart City Mission as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "RFP for Upgradation of Dutch Palace Entry Area under Smart City Mission for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.
 - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Party A or Lead Partner: Financial responsibility: -----(Minimum 51%)
Profit / loss sharing ratio: -----

Party B : Financial responsibility: -----
Profit / loss sharing ratio: -----

Party C : Financial responsibility: -----
Profit / loss sharing ratio: -----

- vi. All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.
- vii. The members in the proportion as mention in clause-v shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

- viii. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- ix. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A:
 - Party B:
 - Party C:
- x. That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:
 - Party A:
 - Party B:
 - Party C:
- xi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xii. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i.

ii.

Annexure 2. – Guidelines for Technical Proposal**Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal**

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter			Reference No: Date of Letter:
2.	Technical Compliance Matrix			
3.	Project Implementation Approach			-
4.	Copy of Work order to support that the Bidder or Lead Member or any member of its consortium should have successfully completed Hard Landscaping projects as per requirements indicated in Clause 1.4.4 and 1.4.5			Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Managing Director

Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Sub : RFP for Upgradation of Dutch Palace Entry Area

RFP Reference No: XX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the **RFP for Upgradation of Dutch Palace Entry Area**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **"RFP for Upgradation of Dutch Palace Entry Area"**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CSML or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized or scheduled commercial bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CSML.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSML is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSML as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:
(Signature)
(Name)

(In the capacity of)
[Seal / Stamp of bidder]
Witness Signature:
Witness Name:
Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:
Signature:
(Company Seal) (Name)

Annexure 2.3 - Project Implementation Approach

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and communications among stakeholders.
- c) Implementation plan– Bidder’s approach to implement the project
- d) Operation and Maintenance Plan
- e) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- f) Escalation matrix during contract period

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.

Inadequate information shall lead to disqualification of the bid.

Annexure 3 – Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy To

Managing Director
Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.

Sub: Bid for RFP for Upgradation of Dutch Palace Entry Area

RFP Ref: No: XX

Dear Sir,

1. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
 2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
 3. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
 4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
- I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by CSML;
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
 7. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
 8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
 9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
 10. We understand that CSML shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder
 11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the

terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours faithfully,

(Signature of the Authorized signatory) (Name and designation of the of the
Authorized signatory)

Name and seal of Bidder/Lead Member

Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.etenders.kerala.gov.in)

Bill of Quantities (BOQ)is uploaded separately as Microsoft excel file.

Instructions:

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated ie Technical proposal and Prequalification documents along with EMD.
- b) The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerala.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) CSML does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project for 5 Years and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) CSML reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) CSML shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by CSML whatsoever.
- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Managing Director

Cochin Smart Mission Limited (CSML)

10th Floor, Revenue Tower, Park Avenue, Kochi - 682 011, India.

Subject: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: XX

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, CSML reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Annexure 5 - Format of sending pre-bid queries

RFP Reference No: XX

Bidder's Request for Clarification						
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:			
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change required	Requested/	Clarification
1						
2						

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.

Annexure 6 - Power of Attorney

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **"RFP for Upgradation of Dutch Palace Entry Area"**, including signing and submission of all documents and providing information / responses to the CSML, representing us in all matters before CSML, and generally dealing with the CSML in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____
 Name:
 Designation:
 Date:
 Time:
 Seal:
 Business Address:

Accepted,
 _____ (Signature)
 (Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on minimum Rs.200/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.

POWER OF ATTORNEY FOR LEAD MEMBER BY CONSORTIUM MEMBER

CSML has invited Bids from interested companies for "RFP for Upgradation of Dutch Palace Entry Area ("Project").

Whereas, -----, and ----- (collectively the "Consortium") being members of the Consortium are interested in offering for the services in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project.

Whereas, we have decided that M/sshall be Lead Member of this Consortium.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., (hereinafter referred to as the "Member") do hereby designate, nominate, constitute, appoint and authorize ----- having its registered office at -----, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf the Consortium and any one of us during the Bid process and, in the event the Consortium is awarded the Contract, during the execution of the project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium, including but not limited to signing and submission of all Applications, Proposals and other Documents and writings, participate in pre-proposal and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid of the Consortium and generally to represent the Consortium in all its dealings with the CSML and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the above Project and/or upon award thereof till the Contract Agreement is entered into with the CSML.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE MEMBER ABOVE NAMED HAVE

EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

.....20

For

(Name & Title)

Witnesses:

1.

2.

(To be executed by the Member of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder:

Annexure 7 – Format for Bank Guarantee for Earnest Money Deposit (If applicable)

To
Managing Director
Cochin Smart Mission Limited (CSML)
10th Floor, Revenue Tower,
Park Avenue, Kochi - 682 011,
India.

Dear Sir,

BANK GUARANTEE for Earnest Money Deposit – For <Project Name>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for **RFP for Upgradation of Dutch Palace Entry Area** (hereinafter called "the Bid") to CSML, Kochi.

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Authority >> (hereinafter called "the Authority") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 8 – Format for Irrevocable Unconditional Performance Bank Guarantee

(Performance Bank Guarantee- Unconditional)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Managing Director,
Cochin Smart Mission Limited (CSML),
10th Floor, Revenue Tower, Park Avenue,
Kochi 682011.

Date:/....., 2018

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of "**RFP for Upgradation of Dutch Palace Entry Area** *[name of contract and brief description of Works]*" (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is

- 1 *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer*
- 2 *Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the ___ day of, 2...², whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

Date:/....., 2018

To: _____

[name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the tender work of "**RFP for Upgradation of Dutch Palace Entry Area** [name of the Contract and identification number, as given in the Contract Data] for the Accepted Contract Amount of the equivalent of [amount in numbers and words] [name of currency]....., as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security amounting toand additional performance security (towards unbalanced rates) amounting towithin 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Annex to the Special Conditions - Contract Forms, of the Bidding Document

Authorized Signature:
Name and Title of Signatory:
Name of Agency:

Attachment: Contract Agreement

Format of Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between The Managing Director, of Cochin Smart Mission Limited (CSML), 10th Floor, Revenue Tower, Park Avenue, Kochi 682011 (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as Bid for "**RFP for Upgradation of Dutch Palace Entry Area**" under Smart City Mission should be executed by the Contractor, and the Employer has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein amounting to _____,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions 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. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) The Letter of Acceptance
 - (ii) The Letter of Bid
 - (iii) The addenda Nos _____ (if any)
 - (iv) The Special Conditions / Contract data /Particular Conditions
 - (v) The General Conditions;
 - (vi) The Specification (Works requirements / Employer's requirements)
 - (vii) The completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of India on the day, month and year indicated above.

Signed by _____

Signed by _____

Contractor

Employer

RFP for Upgradation of Dutch Palace Entry Area



COCHIN SMART MISSION LIMITED

(for the Employer)

for and on behalf of the Employer

in the presence of

(for the Contractor)

for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date