



**VADODARA SMART CITY DEVELOPMENT LIMITED (VSCDL)
GOVERNMENT OF GUJARAT**

REQUEST FOR PROPOSAL

**“Request for Proposal (RFP) for Supply, Erection, Testing and
Commissioning of Smart Street Lighting System for the Main Roads
of Vadodara City (Third Attempt)”**

DECEMBER 2019

VOLUME I – INSTRUCTION TO BIDDERS

**OFFICE OF THE CHIEF EXECUTIVE OFFICER
VADODARA SMART CITY DEVELOPMENT LIMITED
VADODARA**

TENDER NOTICE**VADODARA SMART CITY DEVELOPMENT LIMITED**

MAIN OFFICE: 202, Street Light Deptt., Khanderao Market Building, Rajmahal Road, Vadodara-390209.

E-TENDER NOTICE

Vadodara Smart City Development Limited invites tender in two parts Technical Bid & Price bid from registered Contractors in appropriate class either with VMC, Central/State/PWD/M.E.S./Semi Government or other such institutions for Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the Main Roads of Vadodara City (Third Attempt) (Item Rate Basis) through online e-tendering system.

Estimated cost (Rs.)	Work Completion Period	E.M.D (Rs.)	Tender fee (Rs.)	Stamp Duty (Rs.)	Downloading online tender Documents from	Last Date for online Submission of Completed Tender Documents
					Date/Time	Date/Time
48,96,45,700/-	300 Days from the date of issuance of LOI	97,93,000/-	30,000/-	As per rule in Bidder's Account	31.12.2019 to 17.01.2020 up to 11:00 hrs.	17.01.2020 up to 13:00hrs

- (1) The tender bid document will be available and downloaded from www.nProcure.com website.
- (2) Tender document should be accepted only by E-tendering method on www.nProcure.com website.
- (3) Conditional tender shall not be accepted. If any condition in the bid is found, the tender will liable for rejection.
- (4) Hard copy of Pre-qualification bid along with EMD & tender fee shall be submitted by Registered A.D./Speed Post only & should be addressed to the Executive Engineer, Streetlight Department, Vadodara Municipal Corporation, 2nd Floor, Room No. 202, Khnadera Market Building, Vadodara-390209 till dt. 17.01.2020 up to 16:00 hrs.
- (5) The bid documents are also available on website of Vadodara Municipal Corporation.
- (6) VSCDL/VMC reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- (7) This Tender notice shall form part of contract document.
- (8) No Pre-Bid Meeting. Last date for seeking clarifications on RFP documents is 07.01.2020 till 18:00 hrs.

PRO No. /2019-20**Chief Executive Officer, VSCDL**

DISCLAIMER

Vadodara Smart City Proposal (SCP) was selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India under Smart City Mission. Vadodara SCP proposes smart solutions in ABD and cross pan-city providing various smart feature/infrastructure.

To implement Smart City projects in Vadodara, Government of Gujarat (“GoG”) has formed a special purpose vehicle called Vadodara Smart City Development Ltd. (“VSCDL”).

VSCDL has prepared this Request for Proposals for **“Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City. (Third Attempt)”**.

The information contained in this Request for Proposal document (hereafter referred as the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, however Bidders should form their own conclusions about the methodology/solution needed to meet the requirements.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the VSCDL on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of VSCDL. Any notification of preferred Bidder status by VSCDL shall not give rise to any enforceable rights by the Bidder. The VSCDL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the VSCDL.

This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

The Financial Assessment for the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination before submitting their Bids.

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason and without any financial implications to VSCDL whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation of or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**Chief Executive Officer,
Vadodara Smart City Development Limited
Khanderao Market Building, Rajmahal Road, Vadodara-390209
Phone: +91 265 243 0051
Fax: +91 265 243 3060
Email: exen.streetlight@vmc.gov.in**

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)

TENDER NOTICE

1. Vadodara Smart City Development Limited invites detailed online bid from interested parties for **Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City (Third Attempt)**.
2. Sealed tenders, for the above work are invited from the Bidders. The Bidder should have experience of manufacturing and/or Supply, Installation and Commissioning of LED Lights with Smart Features in last seven years of similar nature. Bid Document can be obtained from the website www.nprocure.com.
3. Hard copy of Tender fees, EMD and other detail as required shall be submitted to the Executive Engineer, Streetlight Department, Vadodara Municipal Corporation, 2nd Floor, Room No. 202, Khnaderaao Market Building, Vadodara-390209 by registered post/speed post only on or before the due date as indicated in General Details of Works. These envelopes shall than be sealed in a single outer envelope and clearly mark as:

“Request for Proposal (RFP) for Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City. (Third Attempt)”
4. The Bidder should note that VSCDL shall consider the documents in supporting to tender bid submitted by the Bidder in electronic format only through online (by scanning etc.) and submission of such documents in hard copy will not be accepted separately. It is clarified that for the bid evaluation purposes, only online submission of the documents shall be considered and not the hard copy of the submission.

KEY SCHEDULE

Name of Work	Particulars	Description
Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City (Third Attempt).	Tender Issuing Department	The Executive Engineer, Streetlight Department, Vadodara Municipal Corporation, 2 nd Floor, Room No. 202, Khnaderaao Market Building, Vadodara-390209
	Tender Fee (Non-refundable)	Rs. 30,000/- in form of Demand Draft
	Earnest Money Deposit (EMD)	Rs. 97,93,000/- in form of Demand Draft/Bank Guarantee
	Starting date of Downloading online Tender Document	31.12.2019
	Last date of online submission of Tender Document	17.01.2020 up to 13:00 hrs.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)

Name of Work	Particulars	Description
	Hard copy of Tender Fees, EMD and other detail as required shall be submitted on or before	17.01.2020 up to 16:00 hrs. through R.P.A.D./Speed post only, Address: The Executive Engineer, Streetlight Department, Vadodara Municipal Corporation, 2 nd Floor, Room No. 202, Khnaderao Market Building, Vadodara-390209.
	Technical bid opening	17.01.2020 after 17:00 hrs.
	Joint Venture/Consortium Bidding	Allowed

DOWNLOAD OF TENDER DOCUMENT

The tender document for these works is available on website www.nprocure.com. The Bidder shall pay the Tender Fee by way of Demand Draft issued by any Nationalized Bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019, in favour of Chief Executive Officer of Vadodara Smart City Development Limited payable at Vadodara and shall be attached with the Pre-qualification Document.

PRE-BID CLARIFICATIONS

No pre-bid meeting has been scheduled for this tender. However, the Bidders may submit pre-bid queries to exen.streetlight@vmc.gov.in within 7 days of RFP issuance date in the following format:

Sr. No.	RFP Document Reference(s) (Section and Page No.)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			

VSCDL shall not be responsible for ensuring that the Bidders' queries have been received by it within the stipulated time. Any requests for clarifications after the indicated date and time may not be entertained by VSCDL. VSCDL shall endeavour to provide timely response to all queries. However, VSCDL makes no representation or warranty as to the completeness or accuracy of any response nor does it undertake to answer all the queries that have been posed by the Bidders.

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At any time prior to the last date for receipt of bids, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, VSCDL may modify the RFP Document by a corrigendum. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on www.nprocure.com only. Any such corrigendum shall be deemed to be incorporated in to this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, VSCDL may at its discretion, extend the last date for the receipt of Proposals.

EARNEST MONEY DEPOSIT

The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in 'General Details of Work' section above. The Bid Security shall be in form of a crossed Demand Draft/Bank Guarantee to be issued in favour of "Chief Executive Officer, Vadodara Smart City Development Limited" from any Nationalised bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019 and payable at Vadodara.

OPENING OF TENDER

The online Technical bid will be opened as mentioned in 'General Detail of Work' Section above. Price Bids of only those Bidders will be opened, who are successful in the qualification Criteria and the Technical Evaluation. The date for price bid opening shall be informed to the technically qualified Bidders at a later date.

GENERAL INSTRUCTIONS

1. The cost of Bid document i.e. Tender fees will not be refunded under any circumstances.
2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for 180 days from the last date of online submission of the Bid.
4. Tender offers without tender fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect or conditional offer will be rejected.
5. Conditional tender shall not be accepted and shall be liable for rejection.
6. The successful Bidder shall enter in to an Agreement with the VSCDL on Rs. 100/- non-judicial Stamp Paper. Any stamp duty charges shall be to Bidder's account.
7. Bidders shall submit PF registration certificate, PAN, GSTIN, IT Return for last three financial years, etc. along with tender document.

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8. Vadodara Smart City Development Ltd. reserves the right to accept or reject any or all tenders without assigning any reason thereof and any financial implications to VSCDL. This Tender notice as well as short tender notice shall form part of contract document.
9. The Bidders are advised to read carefully the “Instructions to Bidders” and “Qualification Criteria” contained in the tender documents.

SD/-

**Executive Engineer,
Streetlight Department,
Vadodara Municipal Corporation,
2nd Floor, Room No. 202, Khnaderaao Market Building,
Vadodara-390209
On Behalf of
Chief Executive Officer,
Vadodara Smart City Development Limited**

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1. DEFINITIONS & ABBREVIATIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

“Alteration Order” means the order given in writing by the Engineer in charge to effect additions to or deleting from the alterations in the works.

“Authority/The Owner” means the Vadodara Smart City Development Limited or its authorized representatives who has invited Bids under this RFP.

“Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.

“Authorized Signatory” means the Person Authorized by the bidder firm to sign the bid, correspond with the Authority, make representation to the Authority as part of bidding process and sign the contract on behalf of the bidding firm through valid Authorization document in his/her favour.

“Associates” shall have a meaning specified in Clause 5.4.5 of the ITB.

“Bidding Documents” means document comprising RFP, O&M Agreement, its annexure and schedule thereof.

“Bid Process” means the process of selection of the Successful Bidder through Single stage competitive bidding process which includes submission of Bids, Price Bid, EMD, scrutiny and evaluation of such Bids and Bids as set forth in the Bidding Document.

“Bid Security” or **“Earnest Money Deposit (EMD)”** means Security to be furnished by the Bidder at RFP Stage in accordance with provisions of RFP.

“Conflict of Interest” shall have a meaning specified in clause 6.20.3 of this RFP.

“Consortium” shall mean the group of legally constituted entities, who have come together to participate in captioned project as per provision of RFP.

“Consulting Engineer”/“Third Party Agency”, means the firm or the person as may be duly appointed by the Owner to act as Consulting Engineer/Third Party Agency for the purpose of the work covered in the contract.

“Contract” shall mean the agreement between the Owner and the Contractor for the execution of the work including therein all contract documents.

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“Contract Documents”, means collectively the Tender documents Designs, Drawings, Specifications agreed variation subsequent correspondence done, such other documents constituting the Tender and acceptance thereof.

“Contractor” means the person or the persons firm or Company whose tender has been accepted by the Owner and includes the Contractor’s legal representative his successor and permitted assigns.

“Inspector” means any person or persons nominated by the Owner to inspect Store or Works under the agreement and shall include his duly authorized representative appointed to act as the Inspector.

“Letter of Intent” means the Owner’s letter conveying the award of Contract.

“Period of Liability”, means the material supplied by the contractor and work shall stand guarantee for the period of 60 (sixty) months from the date of commissioning.

“Preferred Bidder” shall mean the Bidder who qualifies the RFP (meets Eligibility & Qualification) Criteria and whose Bid is responsive as per clause 3.1.4 of RFP and price bid turned out to be Lowest and Responsive as per the provisions of RFP.

“RFP” and/or **“RFP Document”** means RFP document along with Annexure attached issued for the purpose of selecting a Contractor for the Project. Authority shall issue RFP to short-list and Pre-Qualified Bidder as per provisions of this RFP.

“RTO” means the Regional Transport office of Vadodara.

“Specification” shall mean the various technical specifications attached and referred to in the Tender Documents. It shall also include the latest edition of relevant Indian Standard Specification published before entering into contract. Further in absence of any specific reference in IS the Standards and specifications of any other country may be followed.

“Successful Bidder” shall have meaning as specified in clause 5.8 of this RFP.

“Scope of Project/Work” shall have a meaning specified in clause 4 of this RFP.

“Tender”, means the tender submitted by the Tenderer for acceptance by the VSCDL.

“Tenderer” or **“Bidder”** means the manufacturer or its authorized dealer, firm or Company whose tender has been accepted by the VSCDL and includes the Contractor’s legal representative, his successor and permitted assigns who submits a Bid/Eligibility and Qualification Submission along with RFP Fees under this RFP within the stipulated Due Date and Time of Submission.

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“Work”, shall mean the work of various item/items mentioned in accordance with the contract or part thereof as the case may be and shall include all extra additional, altered substituted works as required for purpose of the contract.

Any other term(s), not defined hereinabove but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein & shall be deemed to have been included in this Section.

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2. INTRODUCTION

2.1 Smart City Mission in Vadodara City

Vadodara Smart City Proposal (SCP) has been selected by the Government of India (GoI) under Smart City Mission (SCM) in the second round of smart cities challenge.

For the purpose of implementing the Smart Cities project, Vadodara Smart City Development Limited (hereinafter referred to as “**VSCDL**”/“**Client**”/“**Authority**”) – A Special Purpose Vehicle (**SPV**) for Vadodara Smart City Project has been incorporated as a public limited company, under the [Indian] Companies Act, 2013.

Vadodara Smart City Development Limited (**VSCDL**) intends to take up the work for Smart LED Street Lighting in Vadodara as per the terms of this RFP.

2.2 Importance and Purpose of the Project

Smart LED Street Lighting System is one of the essential features for the smart city for energy efficiency. LED luminaries are used as lighting source of modern street lights; they provide white light of excellent quality thereby providing improved colour rendering and better visibility. LEDs are energy efficient and true energy saving solution.

Comprehensive smart LED street lighting system has LED fixtures, driver & control unit; installed in poles, communication units for single poles which are connected to remote server & control units through reliable and secured wireless connection.

The Vadodara City population is around 3 million, of which Vadodara Municipal Corporation (VMC) area consists of 225 Sq Km and is the major urban center. The Vadodara City is determined to improve energy efficiency in street lighting by converting existing HPSV fittings to LED fittings. In the Smart City Proposal of Vadodara, the target kept is to convert 70% of existing HPSV lamp lit street lights to energy efficient street LED street lights. At present in the smart city area of VMC is lit by both HPSV street light fittings and LED street light fittings. VMC wants to completely replace 12,000 Nos. of HPSV light fittings to energy efficient LED Street Light fixtures with smart features and also to upgrade existing 3000 Nos. of LED fixtures to Smart Street Light Fittings with Smart Light Controller.

The intent is to replace existing 12,000 Nos. of HPSV (150W – 2,000 Nos. and 250W – 10,000 Nos.) street lighting fixtures city wide and replace them with Smart LED street lighting fixture in which the individual nodes needs to communicate with the Command Control Centre. Also 3000 Nos. of LED street light fittings will be fitted with Smart Light Controller on existing LED street fixtures as specified in Volume-II.

New controllers of the light fixture shall be able to communicate individually with command control centre. The system shall be complete with LED fixtures, smart lighting controller module and servers for monitoring the smart street lighting systems.

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The Street Light Controller shall communicate with the Central Server at Command Control Centre.

A central server provides options for dimming, monitoring & controlling of the smart street lighting system. The Central Server/ Central monitoring station (CMS) does these activities by a web application which runs basically through a physical server located in the Command Control Centre of the city through a cloud computing platform.

2.3 Key Assumptions

- i. Up gradation of energy efficient smart LED street lighting is considered for 12,000 Nos. of HPSV light fittings of VMC which fall under the smart city area. In which 150W HPSV fittings are of 2,000 Nos. and 250W HPSV fittings are of 10,000 Nos.
- ii. Existing poles of these light fittings are to be retained.
- iii. Smart LED Street Lights suitable to meet the design requirements as mentioned in the technical section need to be installed.
- iv. The colour temperature considered is 3500-4500K to maintain the existing lighting characteristics to retain the colour characteristics of the city.
- v. Street light controllers are considered for additional 3000 Nos. of LED Street light fittings. The light fittings, poles and accessories are retained.
- vi. Existing power distribution to the street light fittings is retained for all street light fittings.
- vii. The street lights shall be able to communicate to server located at common command center of city for the smart street lighting system. The API shall be in Bidder's scope. The server is in VSCDL/VMC scope, however, network, server integration & API for the street lighting system shall be in Bidder's scope.

2.4 Contract Duration

The contract duration applicable shall be as specified in the Data Sheet.

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3. BRIEF DESCRIPTION OF THE BIDDING PROCESS

3.1 Brief Description of the Bidding Process

- 3.1.1 This RFP is comprising of two Volumes: (i) Volume – 1 - Instruction to Bidders and (ii) Volume – 2 - Technical Specifications. The Bidding Process is described in the Instructions to Bidder which is part of Volume - 1.
- 3.1.2 The Authority has adopted two stage selection process (Collectively referred as the “**Bidding Process**”) for selection of a competent Bidder for the award of the Project. The bidding process involves submission of eligibility and qualification documents along with RFP Fee and EMD as per the conditions set forth herein in Physical form while submission of Price bid shall be done online at <http://nprocure.com>.
- 3.1.3 Bidders shall submit the Price bid of this tender through (n) procure website only. Bidders are required to get register with (n) procure to participate in the tender. **Without registration with (n) procure the Bidders will not be able to participate in this tender.** Technical bid shall be submitted online and in the form of hard copy as mentioned earlier. Price bid is required to be submitted online only by using (n) procure website in the prescribed format. The Bidder should note that VSCDL shall consider the documents in supporting to tender bid submitted by the Bidder in electronic format only through online (by scanning etc.) and submission of such documents in hard copy only will not be accepted separately. It is clarified that for bid evaluation purposes, only online submission of the documents shall be considered and not the hard copy of the submission.
- 3.1.4 The Bidders shall have to meet eligibility and qualification criteria provided in the RFP. Bidders would be required to quote lump sum charge for supplies as per the technical specification and terms and conditions specified in RFP. Price bid of the Bidders who are meeting eligibility and qualification criteria shall be opened. The Bidder whose Price Bid determined to be lowest shall be considered as Preferred Bidder (the “**Preferred Bidder**”) for award of the Project.
- 3.1.5 The Bidder shall submit complete Eligibility and Qualification proposals as well as online Price bid in prescribed forms on or before the time and date fixed for Submission of Eligibility and Qualification proposal (“**Due date of Submission**”). Bids submitted after the prescribed time and Due date of Submission will be out rightly rejected.

3.2 Acknowledgement by Bidder

- 3.2.1 It shall be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the RFP
 - Received all relevant information requested from the Authority;
 - accepted the risk of inadequacy, error or mistake in the information provided in

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the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause above; and

- Acknowledged that it does not have a Conflict of Interest
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.2.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.2.3 It shall be deemed that by submitting the Bid/ Eligibility and Qualification Submission, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

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4. SCOPE OF WORK**4.1 Responsibilities of VSCDL**

- 4.1.1 VSCDL shall issue a Notice to Proceed to the Contractor and inform the date by which all the part lot of the supplies are required at site.
- 4.1.2 VSCDL shall assist the Bidder for integration of the LED Lights and Fixtures with the Command & Control Centre. Integration & API with command control center shall be in Bidder's scope.

4.2 Responsibilities of Bidder

The Bidder shall before undertaking the work complete the following tasks:

- 4.2.1 Place order on the respective OEMs for procurement of material and equipment as per technical specifications.
- 4.2.2 The Bidder shall be liable to pay applicable taxes, levies and insurance charges which shall be deemed to be included in the quoted price. The beneficiary of all insurances undertaken shall be in the name and favour of VSCDL.
- 4.2.3 Complete the supplies within the project duration as per the RFP. The Bidder shall supply the same along with necessary fixtures and requirements specified in the Technical Specifications. The price of supplies shall remain firm till the Contract duration.
- 4.2.4 Assist in obtaining various approvals, incorporate changes/modifications/Alternations as may be required by the Authority during and after Inspection and testing and before obtaining the final acceptance certificate from the inspection agency authorized by VSCDL.
- 4.2.5 Assist the Client and/or its appointed agencies to obtain necessary Clearances in accordance for the purposes of providing the subject work.
- 4.2.6 The Contractor shall train the staff appointed by the Client or its appointed Operator in carrying out proper maintenance of supplied equipment along with the necessary software license as may be applicable.
- 4.2.7 Provide necessary warranty against any manufacturing defects from the date of commissioning to the end of the Warranty period of the respective equipment.
- 4.2.8 Submit reports to the Authority as per the format that may be instructed by the Authority as and when required from time to time; and
- 4.2.9 Carry out all activities necessary for the effective implementation of the provisions of this Agreement.

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5. INSTRUCTIONS TO THE BIDDERS

5.1 General

- 5.1.1 Vadodara Smart City Development Limited invites tender for **“Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City. (Third Attempt)”**.
- 5.1.2 The items to be procured under this tender comprises of Request for Proposal (RFP) for **Supply, Erection, Testing and Commissioning of Smart Street Lighting System for the main roads of Vadodara City** for which the detailed technical specifications are set out in Volume-II of this RFP. Interested and qualified parties, based on qualification criteria set out in Appendix 2, are requested to submit detail technical proposal and information about Bidder and give financial bid in the format as uploaded online on website **www.nprocure.com**.
- 5.1.3 The Bidder may be an individual, proprietary firm, firm in partnership, Limited Company, Corporation or a group of firms (not exceeding three) forming a joint venture, consortium partner applying to become eligible to Tender. The Bidder participating as a joint venture or consortium partner shall submit a Joint Venture Agreement as per the format specified in the RFP set out in Appendix – 9 and shall clearly specify the role of each of the bidder including binding of parties for execution of the project and till completion of entire contract period and identify one of the Bidders as the Lead Bidder on behalf of the joint venture or consortium. Each of the partners in the joint venture or consortium shall be jointly and severally liable to VSCDL till the entire contract duration. The Lead Bidder shall submit the Performance Guarantee. The technical experience of all the members of the consortium shall jointly be considered for meeting the pre-qualification requirement and evaluation. However, for financial evaluation only the experience of these parties shall be considered in proportion to their financial share as per the JV Agreement.
- 5.1.4 Each Bidder shall submit only one (1) Bid, in response to this Tender Document. The lead Bidder who submits or participates in more than one Bid (either solely or as consortium member) will cause all the proposals with the Bidder's participation to be disqualified.
- 5.1.5 At any time prior to the last date and time of online submission of Bids VSCDL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the tender by issuance of Addenda. All interested Bidder shall have to check the **www.nprocure.com**. The Bidder shall not submit the Tender Document on behalf of another interested party nor shall the Tender Fees and/or EMD be acceptable from a party other than the Bidder.
- 5.1.6 The Bid shall remain valid for a period not less than 180 days from the date of online submission of tender (Bid Validity Period). VSCDL reserves the right to reject any Bid, which does not meet this requirement.

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5.1.7 In exceptional circumstances, prior to expiry of the original Bid Validity Period, VSCDL may request Bidders to extend the Bid Validity Period for a specified additional period. Bidders not extending the Bid Validity Period when so requested would automatically be disqualified and won't be considered for further evaluation.

5.1.8 Format and Signing of Bid

5.1.8.1 The Bidder would provide all the information as per this Tender Document. VSCDL/VMC would evaluate only those Bids that are received in the required format and are complete in all respects. Each Bid shall comprise the following:

- (a) Detailed technical proposal as per details required in Volume-II, describing detail technical specification including Operation and maintenance.
- (b) Details of the Bidder in the format set out in **Form-1**.
- (c) The Bidder shall submit Experience Certificates in the format **Form-6 & Form-7** and other documents in support of meeting the Pre-Qualification Criteria as set out in **Appendix 1**
- (d) Financial Quotation shall be submitted **online only**. Submission of hard copy of the Financial bid in any other mode shall cause for disqualification of the bid.
- (e) Tender fee in the form of D.D. as stated above in favour of Chief Executive Officer, Vadodara Smart City Development Limited payable at Vadodara as evidencing purchase of the Tender Document along with qualification documents.
- (f) The successful Bidder shall be required to duly sign all the sheets of the Tender Document issued by the VSCDL in original or downloaded from the VSCDL website and to be submitted to VSCDL at the time of signing of the Contract.
- (g) EMD should be submitted as prescribed in Tender Notice above.

5.1.8.2 The bid shall be typed or written in indelible ink and each page shall be initialed by an authorized signatory of the Bidder or an Individual, as applicable and scanned and submitted online. All the alterations, omissions, additions, or any other amendments made to the Quotation shall also be initialed by the person(s) signing the Bid.

5.1.9 Sealing and Marking of Bid

5.1.9.1 The outer envelope must be super-scribed with the following information:

- a) Name and Address of Bidder
- b) Contact person and phone numbers
- c) TO BE OPENED IN THE PRESENCE OF TENDER EVALUATION COMMITTEE ONLY.

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If the envelope is not sealed and marked as instructed above, VSCDL assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of VSCDL, be rejected.

5.1.9.2 The envelope shall be addressed to:

ATTN. OF: The Chief Executive Officer (M/s VSCDL)
C/o The Executive Engineer,
Streetlight Department,
Vadodara Municipal Corporation,
2nd Floor, Room No. 202, Khnaderaao Market Building,
Vadodara-390209
Phone: +91-265-2430051 Fax: +91-265-2433060
Email: exen.streetlight@vmc.gov.in
And submitted through R.P.A.D. / speed post only

5.1.10 Bid Due Date

- a) Online Bids should be submitted before the time and hour specified in the “General Description of Work” in the manner and form as detailed in this Tender Document. Bid submitted by either facsimile transmission or email or in person will not be accepted.
- b) VSCDL may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum.

5.1.11 Opening of Bids and Clarifications

- a) Online opening of Bids shall mostly be done on Bid Due Date as mentioned above in the ‘General Description of Work’ for the purpose of evaluation.
- b) VSCDL reserves the right to reject any Bid not submitted on time and which does not contain the information/documents as set out in Tender conditions.
- c) To facilitate evaluation of Bids, VSCDL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

5.1.12 No Price variation shall be applicable in the tender.**5.1.13 The technical specification for equipment and the location of installation of related equipment and facilities is given in Volume II, however Bidder are advise to personally visit designated location/site in Vadodara City, for better understanding of requirement of VSCDL/VMC.**

The Bidder shall be deemed to have carefully examined the total work; conditions, specifications, size, make and drawings, scope of work, etc. of the goods to be supplied under the RFP.

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- 5.1.14 Entire System shall be inspected/verified by VSCDL/VMC with the specification of VSCDL/VMC on successful supply, delivery, testing & commissioning and operational capabilities of the System. The testing of material or any part of entire system, if required shall be carried out from a government approved laboratory, as per instruction of Engineer in Charge for the same and cost of such testing will be borne by the Bidder.
- 5.1.15 Conditional offer will not be accepted and same will be treated as non-responsive. CEO, VSCDL reserves the right to reject such tenders without assigning any reason thereof and without any financial implications to VSCDL.
- 5.1.16 The Bidder has to furnish the undertaking on the non-judicial stamp paper of Rs.100/- duly Notarized regarding his firm is not blacklisted in anywhere in India at the time of online submission of e-tendering. This undertaking should be submitted online as well as physical submission of Qualification documents.
- 5.1.17 This should also include such cases, which are in process/progress. The Bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by them over the last 5 (five) years.
- Any company/subsidiary/associate/parent or any of their having same promoter are not eligible to participate who has been blacklisted by any of Govt. Department or any ULB's (Urban Local Bodies in India). If it comes to the notice of the VSCDL authority at any point of time, during the tendering or execution stage of the work that the Bidder has been blacklisted by any Govt. Organization (as mentioned above), then all the payments due to him shall be forfeited and firm will be blacklisted.
- A consistent history of awards against the Bidder or any partner of a joint venture may result in failure of the bid. In case the Bidder has not provided such information and has come to the notice of the Authority the tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the Bidder/Contractor and he will not have any defense for the same.
- 5.1.18 No price preference will be given to SSI units or Khadi Gramudhyog Units.
- 5.1.19 Technical Bid will be opened online as per milestone dates and after evaluation of e-Technical Bid, e-Price Bid will be opened only of those Bidders who will be qualified in e-Technical Bid evaluation. Date of opening of Price bid will be intimated only to those Bidders who will be qualified in e-technical bid evaluation.
- 5.1.20 Tender fees will not be refunded under any circumstances.
- 5.1.21 EMD in the form specified in Technical Bid only shall be accepted.
- 5.1.22 Bidder shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.

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5.1.23 Bidder's responsibility

Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

5.1.24 This RFP is not transferable.

5.1.25 All prices quoted in the Financial Bid shall be quoted in Indian National Rupee(s) (INR).

5.1.26 All Corrections and Alterations in the Tender papers will be signed in full by the Tenderer with date. Over writings is not permissible.

5.1.27 Witness and sureties shall be persons of status and property and their names, Occupation and Address shall be stated below their signature.

5.2 Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements may render the bid non-compliant and the bid may be rejected.

Bidders must:

- a) Include all documentation specified in this RFP;
- b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
- c) Comply with all requirements as set out within this RFP.

5.3 Pre-Bid Meeting & Clarifications

5.3.1 Pre-bid Conference

- a. A pre-bid meeting (if indicated in the Key Schedule) shall be held with the prospective Bidders on the date as mentioned in Key Schedule of NIT.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Date, Time & Place as mentioned in Key Schedule of NIT.
- c. The queries should necessarily be submitted in the format specified in this RFP.
- d. VSCDL shall not be responsible for ensuring that the Bidders' queries have been received by it. Any requests for clarifications after the indicated date and time may not be entertained by VSCDL.
- e. In case the Key Schedule does not provide for a Pre-bid meeting, Bidder can still

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send their queries up to 4 days prior to the bid submission date.

5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by VSCDL will endeavour to provide timely response to all queries. However, VSCDL makes no representation or warranty as to the completeness or accuracy of any response nor does it undertake to answer all the queries that have been posed by the Bidders.
- b) At any time prior to the last date of online submission of bid, VSCDL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on www.nprocure.com only.
- d) Any such corrigendum shall be deemed to be incorporated in to this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, VSCDL may, at its sole discretion, extend the last date for the receipt of Proposals.

5.3.3 The Bidder can contact for more information and details regarding tender to the Office of the Executive Engineer, Street Light Department, Vadodara Municipal Corporation, Vadodara-390 209.

5.4 Key Requirements of the Bid

5.4.1 Right to terminate the process

- a) VSCDL may terminate the RFP process at any time and without assigning any reason and any financial implications to VSCDL.
- b) VSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- c) This RFP does not constitute an offer by VSCDL. The Bidder's participation in this process may result in selecting the Bidder for execution of the contract.

5.4.2 Contract

The Contract (including Technical Specifications, Warranties and NDA) sets forth the detailed terms and conditions for grant of the contract to the successful Bidder, including the scope of the services and obligations. The Bidder should study the contract and identify the risks and appropriately factor in its costs & Commercial Proposal.

The successful Bidder shall be required to enter into an agreement for due performance of the contract. The stamp duty charges as per statute on all documents to be executed in connection with this Contract to be entered into shall be borne by the Bidder.

If the Bidder fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this Contract will be forfeited and the Bidder will be blacklisted.

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5.4.3 RFP Document Fees

RFP document can be purchased from the website www.nprocure.com. The RFP document fees should be submitted online along with Proposal.

5.4.4 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of an amount as specified in the Key Schedule. The EMD shall be in the form of a crossed demand draft/Bank Guarantee issued in favour of “The Chief Executive Officer, Vadodara Smart City Development Limited” and issued by any Nationalized Bank or Scheduled Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019, payable at Vadodara.
- b) EMD of all unsuccessful Bidders would be returned, without any accrued interest, by VSCDL within 30 (thirty) days of the Bidder being notified as unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 2.
- c) Deleted.
- d) The bid submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
 - ii. In case of a successful Bidder, if the Bidder fails to sign the contract within 15 days after acceptance of Tender for any reason not attributable to the VSCDL or fails to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
 - iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - iv. During the bid process, if any information is found to be wrong/manipulated/hidden in the bid.
- f) The EMD may be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to VSCDL for, inter alia, time, cost and effort of VSCDL without prejudice to any other right or remedy that may be available to VSCDL hereunder or otherwise, under the following conditions:
 - i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
 - ii. If a Bidder hidden the material information about his company;
 - iii. If a Bidder withdraws its Proposal during the period of Bid/Proposal validity
 - iv. If the Selected Bidder fails, within the specified time limit:
 - a. to sign the Contract Agreement and/or

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- b. To furnish the Performance Bank Guarantee within the period prescribed therefore in the Contract.
- g) The EMD of all the unsuccessful Bidders, except two lowest Bidders would be returned within a period of eight (8) weeks from the date of announcement of the successful Bidder. EMD of the second lowest Bidder would be returned within a period of four (4) weeks from the signing of the contract with the successful Bidder. The EMD submitted by the Successful Bidder would be released upon furnishing the Performance Security in accordance with Clause 6.0.

5.4.5 Associate

- a) In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Bidder under sub-clauses (a) and (b) herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Bidder for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted.
- b) For the purpose hereof, the word “Associate” shall mean, in relation to the Bidder, a firm which controls the Bidder (i.e. Parent) or is controlled by the Bidder (i.e. subsidiary) or is under the common control with the Bidder (i.e. sister concern).

As used here, the expression “control” means, with respect to bidding firm which is a company, the ownership of common shareholders, directly or indirectly, of atleast 50% of the voting shares/shareholding of the firm in question.

As used here, the expression “control” means, with respect to bidding firm which is a partnership, the rights of common partners to atleast 50% of the profits of the firm in question.

In case the bidding firm is a Proprietorship, the expression “control” shall mean, (i) holding of atleast 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and/or (ii) status as a Partner in the Partnership firm from which it is taking credit with atleast 50% share in the profits of such Partnership firm.
- c) Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

5.4.6 Submission of Bids

The complete bidding process will be online (e-Tendering) in three stage system. Electronic and hard copy submission of bids shall be in accordance with the instructions given in the Table below:

Stage 1

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Particulars	Instructions
Proof of RFP Document Fee & Original EMD	Proof of submission of scanned copy of RFP Document Fee and EMD to be uploaded online. Submission of original RFP Document Fee and EMD should be submitted in Hard Copy as mentioned in the NIT.
Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in clause 5.7.3 of this RFP document. Pre-Qualification Proposal should be submitted through online bid submission process and also in Hard Copy as mentioned in the Key Schedule

Stage 2

Particulars	Instructions
Technical Submittals	The Technical Submittals shall be strictly filled up in the Forms defined in the RFP and uploaded online. Hard Copy shall be submitted as mentioned in the Key Schedule.

Stage 3

Particulars	Instructions
Financial Proposals	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and should be submitted online only.

Note: VSCDL will conduct the bid evaluation based on documents submitted through online e-tendering portal. In case of any discrepancy between the bids submitted offline and online, the bid submitted online shall prevail.

5.4.7 Authentication of Bids

The Bidder should submit a Power of Attorney authorizing the signatory of the Proposal to commit the Bidder. The power-of-attorney shall be submitted in the format provided in Annexure 4.

The Tender shall contain the name, residence and place of business of person or persons making the Tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners in the Tender. It should be signed in the Partnership's name by all partners or, by duly authorized representative followed by the name and designation of the person signing Tender by a Corporation shall be signed by an authorized representative and a Power of Attorney in that behalf shall accompany, the Tender copy of the constitution of the firm with names

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of all partners shall be furnished.

When a Tenderer signs a tender in a language other than English, the total amount tendered should in addition, be written in the same language, the signature should be attested by atleast one witness.

5.5 Preparation and Submission of Bid

5.5.1 Bid Preparation Costs

- a) The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by VSCDL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- b) VSCDL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.5.2 Site Visit

The Bidder may visit and examine the site and obtain for itself on its own responsibility all information on the existing processes and functioning that may be necessary for preparing the Proposal document. The visit may not be used to raise questions or seek clarification on the RFP. All such queries or clarifications must be submitted in writing. The cost of such visits to the site(s) shall be at Bidder's own expense.

5.5.3 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, the certified true copy of English translation thereof (duly notarized) should also be furnished. Further, such translation is to be duly attested by the Bidder. For purposes of interpretation of the Bid, the English translation shall govern.

5.5.4 Venue & Deadline for Submission of Bids

The Bids, in its complete form in all respects as specified in the RFP, must be submitted to VSCDL at the address specified in NIT.

5.5.5 Late Bids

- a) 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 be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No

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correspondence will be entertained on this matter.

- c) VSCDL shall not be responsible for any postal delay or non-receipt/non-delivery of the documents through on-line portal. No further correspondence on the subject will be entertained.
- d) VSCDL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon Project priorities vis-à-vis urgent commitments."

5.5.6 Withdrawal, Substitution and Modification of Bids

- a) The Bidder may withdraw, substitute, or modify its bid after submission, provided that written notice of the withdrawal, substitution, or modification is received by VSCDL prior to the deadline prescribed for submission (both online and off-line). All notices must be duly signed by an authorized representative and shall include a copy of authorization letter (power of attorney).
- b) A notice may also be sent by an electronic means such as fax or email, but in this case it should include a scan of the mailing receipt showing both the sender's and receiver's address for the signed hardcopy of the notice, and a scan of the power of attorney.
- c) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in a manner similar to the original bid.
- d) Bids requested to be withdrawn in accordance with clause 5.5.6 (a) mentioned above, shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- e) No bid may be withdrawn, substituted or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the bid submission form, or any extension thereof agreed to by the Bidder.

5.5.7 Financial bid

- a) This tender is for Item Rate contract. The Price Bid shall be submitted through the website of n-procure only. The Tenderer shall quote the rates in English in prescribed manner in the schedule of Price bid on n-procure website. Tenderer shall not have to submit price bid as a hard copy.
- b) The bidder shall have to quote rates in format referred in format of Financial Bid as per this ITB.
- c) Rates shall be quoted in figures as well as in words. If any difference in figures and words found, the rates quoted in words shall be taken as valid and correct.
- d) The bidder shall have to quote the rates inclusive of all duties, taxes, royalties and other levies; and VSCDL shall not be liable for payment of the same.

5.6 Responsive Bids

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- 5.6.1 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the Tender Conditions and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this Tender Document.
- 5.6.2 Test of Responsiveness will be done for bids where timely and proper submission of the Tender both online and offline documents has been carried out as per RFP.
- 5.6.3 Prior to evaluation of Eligibility and Qualification Submissions/Technical Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a) It is received/ deemed to be received by the Bid Due Date including any extension thereof.
 - b) The price bid of the Bidder is submitted online and not physically.
 - c) It contains the RFP Fee and EMD amount as per the amount and in formats specified in RFP.
 - d) It is received as per the format specified in RFP and through Speed Post/ RPAD only.
 - e) it is signed, sealed, and marked as specified in the RFP
 - f) It contains all the information, Annexure, Forms, documents and Authorizations in accordance with the RFP.
 - g) It mentions the validity period as set out in Clause 5.
 - h) It contains information in formats specified in this Tender Document.
 - i) It contains two separate sealed and marked envelopes for
 - (a) RFP Fees and EMD and
 - (b) Bid/Eligibility and Qualification Submission
 - j) It does not contain any conditionality; and
 - k) There are no inconsistencies between the Bid and the supporting documents.
 - l) It is not non-responsive in terms hereof & any other conditions specified elsewhere in RFP.
 - m) It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by VSCDL without communication with the Bidder). VSCDL reserves the right to determine whether the information has been provided in reasonable detail.
- 5.6.4 A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- a) Which affects in any substantial way, the scope, quality, or performance of the project, or
 - b) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids
- 5.6.5 VSCDL reserves the right to reject any Bid, if:
- a) If the tender is incomplete; or
 - b) At any time, a material misrepresentation is made or discovered; or
 - c) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.

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- 5.6.6 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 5.6.7 Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out whose Bids are determined to be responsive.

5.7 Bid Evaluation Process**5.7.1 Bid Evaluation:**

- a) VSCDL shall evaluate the responses to the RFP and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- b) The decision of VSCDL in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained in this regard.
- c) VSCDL may seek clarifications from any Bidder w.r.t. its proposal and may visit the Bidder's client site to validate the credential/citations as claimed by such a Bidder.
- d) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.7.2 Bid Opening:

- a) Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b) VSCDL reserves the right 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 and EMD and Pre-Qualification
 - Stage 2 - Financial Proposal (online)
- d) The venue, date and time for opening the Pre-qualification Proposal are mentioned in the **data sheet**. VSCDL, will evaluate bids based on pre-qualification criteria and will finalise list of responsive Bidders. The date and time for opening the Financial Proposals would be communicated to the responsive Bidders only.
- e) The Bidder's representatives who are present during the bid opening shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for VSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, VSCDL will continue the 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 required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

5.7.3 Bid Evaluation- Technical, Presentation/Demonstration

The Technical Presentation/Demonstration (if required as per Key Summary Sheet) will be

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carried out in the following manner:

- a) Only those Bidders who comply with all the pre-qualification criteria shall be considered as responsive bids.
- b) Only responsive bids will be considered for further Bid evaluation and called for Technical Presentation/Demonstration (if specified in the Key Information Sheet). The date and venue for the Technical Presentation/Demonstration will be informed to the responsive Bidders by VSCDL.
- c) The Technical evaluation of the responsive Bidders shall be carried out as per the requirements and guidelines specified in the RFP.
- d) Each of the Shortlisted Bidder (Bidders meeting eligibility criteria) has to perform the Demonstration of all the parameters of Smart Light and its Controller on site in presence of a Government Approved Third Party Agency and all charges for carrying out the Demonstration/Testing including the charges of Third-Party Agency shall be borne by the Bidder.
- e) In case the Bid is found to be inadequate, VSCDL may request the Bidder to provide additional information as may be required by VSCDL. As part of the evaluation of the Bid, VSCDL may also request the Bidder to submit clarifications in writing.
- f) On successful technical evaluation and presentation/demonstration of the criteria mentioned in the RFP, the Financial Proposals of those Bidders will be opened who will be found responsive. The financial proposal of the Bidders who are found technically as non-responsive shall be kept unopened in the e-Tendering system.
- g) At any time during the Bid evaluation process, VSCDL may seek written clarifications from the Bidders. The VSCDL may seek inputs from their professional and technical experts in the evaluation process.
- h) VSCDL reserve the right to accept or reject any or all bids without giving any reasons thereof.

5.7.3.1 Mandatory Submissions for Stage -1:

- a) Complete set of Tender documents along with replies to pre-bid queries, Addendums and Corrigendum if any and signed by the Tenderer and submitted online.
- b) Demand draft of tender fee in case of Tender documents downloaded from website.
- c) Earnest Money Deposit for an amount and in the manner specified in the Bid Data Sheet.
- d) Power of Attorney or a True copy thereof duly attested by a Gazette Officer in case an authorized representative has signed the tender, as required in the RFP.
- e) The full name and address of the Tenderer shall be written on the bottom left hand corner of the sealed cover.

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5.7.3.2 Bidder has to submit all the relevant information online related to Eligibility like:

- The Bidder can be a company/firm (sole bidder) or a consortium of companies/firms (Max. 3 members). The sole bidder or one of the consortium members shall be an Electrical Contractor having class - A Registration with VMC/R&B/CPWD and valid electrical contractor licence since last 10 years. In case of a consortium, consortium should not consist of more than three parties (including the Lead Bidder) and shall be formed under a duly stamped consortium agreement. The original stamped consortium agreement shall be attached along with the Bid Document. In case of a Consortium, the Lead Bidder cannot bid separately as a part of sole bidder OR as a part of any other consortium bid. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium bidder will need to be approved by Authority.
- The bidder & Consortium Members must be –
 - An Indian Firm
 - Should be registered under Companies Act 1956 in India or Limited Liability Partnership Firm under LLP Act 2008 or a Registered Partnership Firm at the time of the bidding
 - Should have a registered number of GST, Income Tax/PAN Number
 - Should be in existence for at least last 5 years
- **Mandatory Documents duly notarized required for Sole Bidder:**
 - 1) Demand Draft / Pay Order in favour of Vadodara Smart City Development Limited at Vadodara only to be forwarded towards non-refundable Tender Fee.
 - 2) Copy of valid Electrical Contractor License
 - 3) Copy of valid Class A Registration with VMC/R&B/CPWD
 - 4) Copy of EPFO Registration
 - 5) Copy of ESIC Registration
 - 6) Copy of Certification of incorporation issued by competent authority/Partnership Deed /Registration Certificate/Shop & Establishment Certificate
 - 7) Copy of PAN Card
 - 8) Copy of GST registration
 - 9) Annual Audited Reports (Balance Sheet and Profit & Loss Account) of last 3 years.
 - 10) Valid Solvency Certificate of minimum Rs. 10 Crores shall be attached along with tender documents.
 - 11) List of Work in Hand
 - 12) The bidder should be mandatorily registered with VMC. If the bidder is not registered with VMC, then VMC registration will have to be obtained before placement of Work Order by VSCDL.
 - 13) Authorization Letter from Eligible LED Fitting OEM and/or Controller OEM whichever is not manufactured by the bidder. Original Authorization Letter from OEM signed by the competent authority to be enclosed with technical bid.

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- **Mandatory Documents duly notarized required for each Consortium Member in case of**

Consortium:

- 1) Copy of Certification of incorporation issued by competent authority/Partnership Deed /Registration Certificate/Shop & Establishment Certificate
- 2) Copy of PAN Card
- 3) Copy of GST registration
- 4) Original Stamped Consortium Agreement

❖ The bidder or any Consortium member should:

- Not have been blacklisted by Central Govt./Any state Govt./PSU in India as on the date of bid submission
- Not be insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or judicial officer, not have its business activity suspended and must not be in the subject of legal proceedings for any of the foregoing reasons
- Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of procurement process or not have been otherwise disqualified
- Self-Declaration by the Bidder/s and Consortium members duly signed and stamped by the authorized signatory should be submitted.

- **Mandatory Documents duly notarized required from OEMs along with Tender Submission:**

- 1) The offered LED streetlight luminaires must have passed LM 79; from third party UL/ILAC/NABL accredited lab with photometry discipline.
- 2) The lighting manufacturer should be profitable in the last 3 Financial years and must have an experience of atleast supply of min. 6000 Smart Street Lights with individual wireless control anywhere in India and should attach Order Copies for the same. Attach audited balance sheet & P&L statements for last 3 financial years.
- 3) Technical Compliance as per RFP duly signed & stamped by the OEM along with Datasheets & Solution Document.
- 4) Dialux Simulation Reports complying the RFP requirements should be submitted along with soft copy of files.
- 5) Failure of submission of all the above mandatory documents shall result in rejection of the bid.

Note: Bidder meets the criteria mentioned in RFP based on various Forms & documents submitted by the Bidders as per RFP will be considered as Qualified Bidder. Failure to demonstrate all the points mentioned in RFP, will lead to disqualification of Bidder. Commercial offer will be considered only of the Qualified Bidder.

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5.7.3.3 Bidder has to submit all the relevant technical information like:

- (a) Warranty Certificate from OEM must be attached in the Bid with detailed terms and conditions of the Warranty
- (b) Certificate from OEM in favour of the Bidder for the said project
- (c) Details of Technical experience of the Bidder.
- (d) Completion Certificate in support of experience issued by the Client whose orders are shown for meeting the Eligibility requirements
- (e) PQ Criteria for Smart LED Street Light manufacturer meeting eligibility criteria
- (f) The list of Fast moving and maintenance spare parts along with original technical brochures, parts catalogues, details of all standard and specialized tools and equipment required for maintenance.

5.7.4 Bid Evaluation- Financial

- a) The Financial Quotations of only those Bidders, who meet the Qualification Criteria, would be opened. If possible VSCDL may inform the technically qualified Bidders about the date and venue of the opening of the financial proposals.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) For any other calculation/summation error, etc. the bid may be rejected at the sole discretion of VSCDL.
- d) The Bidder offering the lowest quotation as per the evaluation formula for the tendered work would be declared as the Preferred Bidder for the same.
- e) VSCDL can ask the Lowest and/or other qualified bidder(s) to submit the sample unit for checking/verifying the same with tender specifications and actual requirement before finalizing the bid. On failure of L1 for approval of sample/execution of order, the L2 may be invited for negotiation and further formalities (as above) if required.
- f) VSCDL may either choose to accept the Price Bid of the Preferred Bidder or invite him for further negotiations.
- g) In case there are two or more Bidders quoting the same price, VSCDL may in such case call all such Bidders for sealed negotiations and select the Preferred Bidder on the outcome of the results from the sealed negotiations. The selection in such cases shall be at the sole discretion of VSCDL.
- h) Notwithstanding above, the Chairman (VSCDL), at his discretion, may also split the contract, if require for timely execution of the work among two of more qualified bidders. Chairman (VSCDL)'s decision in this regard shall be final. Chairman (VSCDL) also reserves the right to award the Contract to any of the eligible and qualified suitable Bidder.
- i) In the event of acceptance of the Preferred Bidder with or without negotiations, VSCDL shall declare the Preferred Bidder as the Successful Bidder. VSCDL will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**5.8 Appointment of Successful Bidder****5.8.1 Award Criteria**

VSCDL will award the Contract to the successful Bidder by issuing a LOA whose bid has been determined to be substantially responsive and has been determined as the lowest cost as per the process outlined above. VSCDL may at its own discretion and irrespective of the agency deemed L1 may award the contract to an agency which matches the requirement more appropriately and may also place an order on more than one Bidder with reduced quantity as deemed necessary.

5.8.2 Right to accept any Bid and to reject any or all Bids(s)

VSCDL reserves the right to accept or reject any bid, and to annul the tendering process/public procurement process and reject 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 VSCDL action.

5.8.3 Notification of Award

- a) Prior to the expiration of the validity period, VSCDL will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, VSCDL may like to request the Bidders to extend the validity period of the bid.
- b) Upon the successful Bidder's selection and completion of related formalities, VSCDL may notify each unsuccessful Bidder and return their EMD.

5.8.4 Contract Finalization and Award

VSCDL shall reserve the right to negotiate with the Bidder whose bid has been ranked best value bid of the proposed Project basis the evaluation criteria. On this basis the draft contract agreement would be finalized for award and execution.

5.8.5 Performance Security

Security Deposit is required to be furnished by the successful Bidder as guarantee money for performance of the Contract and observance of Contract Conditions. The security deposit shall be a percentage of the Estimated Contract Value or the Contract Price quoted by the Bidder, whichever is higher, shall be applicable.

Security Deposit shall be submitted in following manner:

- a) 5% of Estimated Contract Value or the Contract Price quoted by the Bidder, whichever is higher, shall be submitted in the form of Irrevocable Performance Bank Guarantee issued from Scheduled Bank or Nationalised Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019, located in India in VSCDL format (refer **Annexure 2**) which shall be kept valid till successful completion of Defect Liability Period plus additional 3 months claim period. The Performance Bank

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Guarantee shall be submitted by the successful Bidder within 15 (fifteen) days of receipt of Letter of Intent. The PBG shall be returned to the Contractor after deducting there from the amount of expenses, if any, due to Government under this Contract.

- b) 5% of Estimated Contract Value or the Contract Price quoted by the Bidder, whichever is higher, shall be deducted proportionately from the RA bills. This amount shall be refunded to the Contractor as follows :
 - i. Out of this 5% amount, 4% amount shall be released within 30 days of successful completion/commissioning of the work subject to all dues under this Contract or other contract, or otherwise shall be recovered from the aforesaid amount of the said security deposit.
 - ii. Balance 1% amount shall be released after successful completion of Defect Liability Period alongwith the performance bank guarantee subject to all dues under this Contract or other contract, or otherwise shall be recovered from the aforesaid amount of the said security deposit.

5.8.6 Signing of Contract

After VSCDL notifies the successful Bidder that its proposal has been accepted, VSCDL shall enter into a Contract within the timelines provided in the LOA, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between VSCDL and the successful Bidder. The template of the agreement is provided in Annexure 8.

The draft contract alongwith necessary additional documents shall be executed by and between VSDCL and the successful bidder. VSDCL reserves the right to modify/amend the said terms and conditions of the draft contract after consultation with the successful bidder.

5.8.7 Failure to agree with the terms and conditions of the RFP

- a) Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP within the timelines provided in the LOA shall constitute sufficient grounds for the annulment of the award, in such event VSCDL may award the contract to the next best value Bidder or call for new bids from the interested Bidders.
- b) In such a case, the VSCDL shall forfeit the Earnest Money Deposit of the successful Bidder and may also invoke the performance bank guarantee of the successful Bidder and blacklist the Bidder.

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6. GENERAL TERMS AND CONDITIONS

6.1 Performance Guarantee

On award of Contract, the successful Bidder will have to submit an irrevocable Bank Guarantee issued from any Scheduled or Nationalized Bank as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019 of 5% of the Estimated Contract Value or the final Quoted Value, whichever is higher, towards the security deposit, in favour of VSCDL. The performance guarantee shall be returned to the Contractor after successful expiry of the Defect Liability Period and 3 months of claim period.

The Bidder at the time of entering into Contract shall give a guarantee against technical and manufacturing defects in materials supplied and free replacement of defective materials at his own cost.

6.2 Supply and Delivery Schedule

In case the selected Bidder is not a manufacturer he shall have to ensure that the purchase order is placed to the OEM to ensure delivery of the lot within 30 days from the issuance of Notice to Proceed for the first Lot and for confirming supply of the equipment as per the delivery schedule otherwise penalty will be charged as per norms of VSCDL. The installation of the associated equipment, systems and software programs including the required hardware shall be done within the stipulated time and any delay in installation of the same shall also be considered for delay.

The supply and commissioning work for the equipment should be completed within the project duration from the issuance of LoA and delivered at the designated location as informed by VSCDL at Vadodara, as per specification in Volume-II and the Bidder shall intimate VSCDL/VMC of the schedule of inspection at least 15 days prior to scheduled delivery date.

As per requirement VSCDL will give delivery schedule (if delivery required in staggered manner) to the successful Bidder. The price quoted as per Price Bid, will be valid for the entire Contract Period, which will be binding to the Bidder and no price variation shall be entertained.

Delivery location: VADODARA, Gujarat at site specified by VSCDL.

6.3 Schedule of Equipment and Technical Specifications

- a) The Bidders shall complete the schedule(s) and technical specifications for the goods and equipment to be supplied in their entirety so as to demonstrate their compliance with the requirements of the bidding documents.
- b) The materials, equipment and services to be supplied under the Contract shall be like that use of such materials equipment and services shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.

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6.4 Insurance, Transportation, Taxes & Other Formalities

Bidder has to quote the total price, including but not limited to transportation, packing, forwarding, insurance charges, all taxes & duties including GST, etc. and for evaluation and finalization purpose, the total price will be taken in to consideration.

- a) The Bidder is responsible for transit and all other insurances of the equipment and systems till they are delivered at the delivery location.
- b) Bidder must make their own arrangements to obtain import license, if required.
- c) The Bidder and equipment manufacturer shall be responsible regarding transit insurance, third party insurance, any other approval charges till receipt of the units at the premises of VSCDL.
- d) A proto type certificate from the appropriate authority has to be produced by the manufacturer so as to establish the equipment is fit and safe for use for the intended purpose at the Bidder's cost.
- e) Submission of all relevant documents like TPI reports, Insurance, etc. at Office of the Street Light Department, Vadodara Municipal Corporation, Khanderao Building, Vadodara – 390209.

Insurance shall be the responsibility of the Bidder. The Bidder shall provide CAR insurance coverage for all items against transits risk, Accident to acquisition, Transport delivery up to destination and accident in trial and testing.

Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of Security deposit/performance guarantee amount. TDS will be deducted as per statute.

6.5 Inspection, Testing & Documentation

Equipment inspection shall be carried out by authorized representative of VSCDL as per the terms specified in Volume–II Section 3.

The duly authorized representative of VSCDL/VMC or Third Party Inspection Agency shall at all reasonable time have access to the Bidders premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the equipment/machineries during manufacturing process or afterwards as may be decided.

The Bidder shall furnish complete address of premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

The Bidder shall make arrangement including lodging, boarding, Transportation for inspection of the equipment by Third Party along-with VSCDL Official, before delivery, at factory site as required. Inspection of the equipment will also be carried out at Vadodara at delivery sites specified by VSCDL. If any discrepancy is found in the material supplied and technical specifications approved, the same lot shall be rejected and the Contractor will have to remove

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the rejected material within seven days of receipt of notice from VSCDL. The rejected materials will have to be replaced by the Contractor at his own cost within the time limit prescribed by VSCDL. No claim for the rejected material shall be entertained.

An authenticated test certificate in confirmation to the specifications of the tender for which testing at site is not possible has to be produced by the Bidder. The Bidder has to furnish all Drawings and Certificates and photo copies of bills of materials those are required and demanded by Engineer-in-charge of VSCDL/ VMC or Third Party Inspecting Agency.

Articles not approved during inspection or testing shall be rejected and will have to be replaced by the Bidder at his own cost within the time.

6.6 Training of VSCDL Personnel

All personnel designated by VSCDL to be responsible for the operation and maintenance/repair of the equipment shall be provided with practical training in the use and routine maintenance of the goods at Premises of VSCDL. The Bidder shall provide a training program of the VSCDL's personnel immediately after the delivery of the equipment. Apart from the above during the operation & maintenance period the manufacturer or trained staff of O&M Contractor shall impart training to the nominated staff of VSCDL/VMC on an annual basis.

All costs for the Bidder's personnel involved in the training and any incidental expenses shall be included in the Bidder's rate. All costs of the VSCDL's personnel and provision of training shall be borne by the Bidder. At least two personnel shall be trained for operating and same numbers for maintenance/repairs. According to the requirement VSCDL may change these numbers, which shall be binding to Bidder.

6.7 Consumable and Spares

The Bidder will provide separate comprehensive lists of:

- a) The Bidder shall provide a commitment from the OEM to ensure supply of spares for a period of 10 years from the date of commissioning of the equipment even if the manufacturing of the specified equipment is discontinued by the OEM.
- b) The list of Fast moving and maintenance spare parts along with original technical brochures, parts catalogues and O&M Manual and,
- c) The details of all standard and specialized tools and equipment required within a one-year service period for maintenance and repairs of the supplied equipment.
- d) The successful bidder shall supply these equipment free of cost and shall include all items, which may reasonably be required for repair and maintenance.
- e) Such lists shall include the details of the recommended items like description, manufacture's catalogue number, unit price of each item, recommended quantity, and total price, the estimated cost and time of delivery shall be provided separately in the tender schedule, however, this will not be considered in bid evaluation.
- f) The commitment shall be provided by OEM for assured supply of equipment or spares shall be provided as per the format provided in form No. 14.

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The Bidder will submit drawings of the proposed equipment along with the Technical bid. Successful Bidder will be required to submit detailed drawings of all the equipment.

6.9 Specifications and Standards

- a) The Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
- b) The goods and related services supplied under this Contract shall conform to the standards of the technical specifications, when no applicable standard is mentioned the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (VADODARA) weather conditions and usage.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in technical Specifications. During contract execution, any changes in any such codes and standards shall be applied only after approval by the VSCDL and shall be treated in accordance with the Conditions of Contract.

6.10 Service Level during Operation Period

Deleted

6.11 Modification or Variation

Any modification or variation or any changes in work or technical specifications done by VSCDL's Engineer-in-charge or Third Party Inspecting Agency shall have to be followed by the Bidder without any dispute and argument. (No extra cost will be given for the modifications or changes).

If VSCDL does not purchase or issue work order for any of the tender articles, work or purchases less than the quantity indicated in the tender form, the Bidder should not be entitled for any compensation. The indicated quantities including with O&M work can be increased/decreased depending upon the VSCDL requirement.

6.12 Payment Terms

No advances payments shall be made for any work. All intermediate payment, shall be regarded as payments by way of advance against the final payments only and not as payments, for work actually done and completed, and shall not preclude the Additional City Engineer/Executive Engineer from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or affect in any way the powers of the Additional City Engineer as to the final settlement and adjustment of the accounts or otherwise, or in any way the powers of the accounts or otherwise, or in any other way vary or affect the contract.

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The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work; otherwise the Executive Engineer/certificate of the measurement and of total amount payable for the work shall be final and binding on all Parties.

Rates of items paid in running bills are for the purpose of advance payment only and may be revised [reduced or increased] in the final bill after final evaluation of the quantity of each item. The items which are not part of this tender and required to be execute on site as per site situation, will be paid as per prevailing SOR or Rate Approved in VMC and it is bound to the Contractor.

The price quoted will be valid for the entire Installation period for carrying out the scope of services as per Volume–II and as per the instruction of Engineer-in-charge of VSCDL or VMC from time to time.

The milestones identified for the project are as follows:

Payments shall be made for having carried out SITC of new Smart LED Fixtures of a minimum lot size of 2000 Nos. of Luminaires. The Part Bill will be raised by the Contractor once replacement of Existing Conventional Fixtures of 2000 Nos. or more is achieved and duly accepted by the Engineer-in-charge. Along with the new Fixtures the Contractor may raise the invoice for conversion of existing LEDs Luminaire to Smart Lights (by installing controllers) for which SITC has been completed and duly accepted by the Engineer-in-charge in the same period as raising of last invoice.

Payment of 70% of the SITC value shall be made by VSCDL of the work competed and duly accepted by the Engineer-in-charge of VSCDL/ VMC for the part Lot of the invoice raised by the Contractor. Balance 30% Payment shall be released by VSCDL after the completion of integration with the Command & Control Centre.

Adjustment of any other shortfall/excess in supply, delay penalties, payments held for punch points or incomplete/excess work & other itemized payments as per detailed billing schedule shall be done from the part payments invoices.

The Last Lot size may be less than 2000 Nos. and shall be raised for the balance quantity of work of new Smart LED Fixtures or conversion and/or integration related items.

Notes:

Out of 15000 fixtures, 12,000 are new Smart Lighting Fixtures while 3000 are existing LED fixtures to be converted to Smart Lights by installing controllers.

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- 6.13.1 The rates quoted by the Contractor shall be deemed to be inclusive of all the prevailing taxes and duties of the Central, State and Local Governing bodies prevailing on the last date of online submission of the bid and no additional payment shall be made by VSCDL on this account. The Contractor will have to pay all such taxes and duties for the performance of this Contract. VSCDL will deduct from the Contractors monthly and other payments all taxes and duties, which he is bound to recover in accordance with the applicable law.
- 6.13.2 Statutory variation in taxes and duties, change in interpretation/application of any existing taxes & duties and/or imposition of any new tax/duty/levy in India except Income Tax after last date of online submission of the bid shall be to VSCDL's account. Provided however, such variations are in respect of direct transactions between VSCDL and Contractor and not in respect of any Contractor's Sub-Contractor. The Contractor shall inform to VSCDL about such change, well in time, along with necessary supporting documents of such change, so that VSCDL or its representative can examine it independently. Any loss to Contractor due to his failure to claim on above matters shall be borne by the Contractor. In the event that during tenure of the Contract, the Project is entitled for certain tax reduction or exemption arising out of project specific reasons such as SEZ status, EOU status, or as per terms of any Memorandum of Understanding ("MoU") with state and/or central government, such benefits shall accrue to the VSCDL, provided however, such taxes/duty/levy are in the scope of Contractor as per Indian Laws.
- 6.13.3 The Contractor shall keep himself fully informed of all acts and laws of the Central & State and local Governing bodies, all orders, decrees of bodies, tribunals having any jurisdiction or authority which in any manner affect those engaged or employed and anything related to carrying out the work. All the bye-laws lay down by authority and any other local bodies while executing the work shall be adhered to. All taxes local bodies shall be borne by the Contractor. The Contractor shall arrange to give all notices required by any authority and to pay to such authority all the fees that may have to be paid for the material, plants, equipment etc. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. He shall protect and indemnify the Owner and its officials & employees against any claim or liability arising out of violations of any such laws, ordinances, orders, decree, whether by himself or by his employees or his authorised representatives. Nothing extra shall be payable on these accounts.
- 6.13.5 For arriving difference in procurement prices due to change in existing tax liability (i.e. change in tax liability after submission of bid) it will be open to ask for original invoices, Lorry receipt, weigh bridge lifts, payment details and such other documents as may be required for the purpose. The claim of Contractor shall have to be supported by documentary evidence substantiating actual payment of tax duly certified by the competent Tax authority. The decision of VSCDL regarding quantum of claim, amount to be recovered/reimbursed shall be final and binding on Contractor.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**6.14 Warranty Period**

Bidder shall warrant for the supply against faulty materials and workmanship for the equipment and systems for a period of 5 years from the date of commissioning & acceptance of the equipment by VSCDL. The Bidder shall correct any defects covered by the warranty immediately on being notified by the VSCDL/VMC of the occurrence of such defects.

Bidder undertakes that the Systems shall be warranted against faulty materials and workmanship and shall conform to the Technical Specifications specified in Volume-II.

VSCDL shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, within 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without any financial implications to VSCDL.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified above, VSCDL may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which VSCDL may have against the Contractor under the Contract.

6.15 Compensation for Delay and Penalty

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date of LoA is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with, with all due diligence (time being deemed to be of the essence of the Contract on the part of the Contractor) and the Contractor shall pay as compensation and or penalty for delay. Further Contractor shall to ensure good progress during the execution of the work. The work shall be completed stage wise as per the schedule given at the time of tender submission and before award of the job to Contractor, which will form the part of the Contract, failing which intermediate compensation shall be levied. In case Contractor have not submitted its confirmation of the schedule of work progress, on part of Contractor follow the schedule of work decided by VMC.

In the event of the Contractor failing to comply with these conditions of Contract, the Contract is liable to be terminated at any stage and/or an amount equal to one half (0.5) percent of the Contract amount of whole work over stipulated time limit shall be levied as a penalty for every week of delay or part thereof provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10% of the total Contract Value of the work. The decision of Chairman of VSCDL will be final for all such delay compensation. Delay in excess of 90 days from the scheduled date of completion of the entire works may be caused for termination of Contract and forfeiture of all security for performance.

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The Contractor shall provide extra luminaires equivalent to 3% (three percent) of total number of supplied luminaires of each lot. These luminaires shall be retained by VMC/VSCDL. Additionally, the Contractor shall have to supply the replacement luminaires in lieu of the faulty luminaires within 15 days of intimation by VMC/VSCDL. In case the Contractor is not able to supply the replacement luminaires within the specified timeframe, a penalty @ Rs. 100 per day per luminaire subject to maximum Rs. 1500/- per luminaire will be recovered from the withhold cash retention/performance bank guarantee. In case the Contractor fails to deliver the replacement luminaires within 30 days of intimation by VMC/VSCDL, Rs. 10,000/- per luminaire will be recovered from the withhold cash retention/performance bank guarantee.

The Contractor shall provide extra drivers, SPDs, smart controllers suitable for luminaires equivalent to 3% (three percent) of total number of supplied luminaires of each lot. Additionally, the Contractor shall have to supply the replacement items in lieu of the faulty driver within 15 days of intimation by VMC/VSCDL. In case the Contractor is not able to supply the replacement items within the specified timeframe, a penalty @ Rs. 100 per day per drivers/SPDs/smart controllers subject to maximum Rs. 1500/- per drivers/SPDs/smart controllers will be recovered from the withhold cash retention/performance bank guarantee. In case the Contractor fails to deliver the replacement drivers/SPDs/smart controllers within 30 days of intimation by VMC/VSCDL, Rs. 5,000/- per drivers/SPDs/smart controllers will be recovered from the withhold cash retention/performance bank guarantee.

6.16 OTHER CONTRACT CONDITIONS**6.16.1 Interpretation of Contract Document**

The provisions of the General Conditions of Contract shall prevail over those of any other documents forming part of Contract. Several documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omissions in the Contract or any of them, the matter may be referred to Engineer-in-charge. VSCDL/VMC who shall give his decision and issue to the Contractor instructions directing in what manner the work is to be made. The decision of Engineer-in-charge shall be final and conclusive and the Contractor shall supply the material in accordance with his decision.

6.16.2 Jurisdiction

The Contract shall be governed by and be constituted according to laws in India. In the event of any dispute or difference arising out of this tender/Contract, the jurisdiction of the Court shall be Vadodara (Gujarat) only. While executing the agreement, the Bidder shall be governed at all times by all laws, regulations, etc. in force in Gujarat State.

6.16.3 Dispute

In the event of any problem, dispute or difference arising out of or under this Contract, the decision of the Chairman, VSCDL/Municipal Commissioner (VMC), Vadodara, will be final and binding to the Parties to this Contract.

The decision of the above authorities shall be final, conclusive and binding on all Parties to the

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Contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials on the work, or as to many other questions, claim, right, matter or thing whatsoever. If any way arising out of, or relating to the Contract, designs, drawings, specifications estimates, instructions order, or these conditions, or otherwise concerning the works, of the execution or failure to execute the same, whether arising during the progress of the work, or after completion or abandonment thereof.

6.16.4 (Deleted)**6.16.5 (Deleted)****6.16.6 Extension for Delay**

If the supply is delayed by (1) Force Majeure, (2) Serious losses, damage by fire, (3) Bandh, Curfew, Rally, Heavy rains, Flood, Cyclone, Earthquake or Natural Calamities occurs, (4) Electricity staggering, (5) Any other case, which is beyond the control of Contractor, then the CEO of VSCDL will decide period of delay extension.

If the Contractor desires an extension of the time from completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer-in-charge within three working days of the date at the hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-charge shall, if in his opinion (which shall not be final) reasonable grounds have been shown therefore recommended, such extension of time as may, in his opinion be necessary or proper to the competent authority.

6.16.7 Payments due from Contractor

The CEO shall be entitled to recover costs, damages, or expenses for which under the Contract, the Contractor is liable to the VSCDL from any money due or becoming due to the Contractor under the Contract or Chief Executive Officer will have the liberty to recover the amount from the Contractor.

The Contractor shall not assign or sub-let this Contract or any substantial part thereof to any other agency without the written permission of Chief Executive Officer, VSCDL.

All items supplied under this Contract shall strictly conform to the specifications, trademark laid down in the tender form.

Any change in the constitution of the firm/association, etc. shall be notified forthwith by the Contractor in writing to the VSCDL/VMC and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.

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6.16.8 Singular and Plural

In these Contract documents unless otherwise stated specification, the singular shall include the plural and vice versa wherever the context so requires.

6.16.9 Compliance of Laws, etc.

The Contractor shall respect and comply with all Nation, State and Local laws affecting the works under this Contract and shall bear the cost of any claim or damage or loss due to violation or all such laws, ordinances, etc.

6.16.10 Right to Accept or Reject Tender

The right to accept the tender will rest with the VSCDL. VSCDL however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever and without any financial implications to VSCDL. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if -

- a) The Bidder proposes any alterations in the works specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of schedule or specifications.
- b) Any of the page or pages of the tender is/are removed or replaced.
- c) All corrections, additions or pasted slips are not initialled by the Bidder.

6.16.11 Right of the Owner to Forfeit Security Deposit

Security deposit in full or part may be forfeited in the following cases:

- a) When any terms and conditions of the Contract is breached
- b) When Bidder fails to make complete supply, installation, commissioning and testing of the equipment and solutions satisfactorily.

In any case in which under any clause of this Contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit (Whether paid in one sum or deducted by instalment) or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other cause, the Additional City Engineer, on behalf of VSCDL/VMC shall have power to adopt any of the following courses as man, deemed best suited to the interest of VSCDL/VMC :

- a) To rescinded the Contract (of which recession notice in writing to the Contractor under the hand of the executive shall be conclusive evidence) and in that case, the Security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the VSCDL/VMC.
- b) To employ labour, paid by the VSCDL/VMC and to supply materials to carry out the work, or any part of the works, debiting the Contractor with the cost of the labour and price of materials as to the correctness of which cost and price the certificate of the Additional City Engineer shall be final and conclusive against Contractor and crediting him with the

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value of the work done, in all respect in the manner and at the same rate as if it had been carried out by the Contractor under the terms of this Contract and in that case the certificates of the Executive Engineer as to the value of the work done shall be final and conclusive against the Contractor.

- c) To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another Contractor to complete, in which case, any expenses which may be incurred in excess of the sum which would have been executed by him (as to the amount of which expenses the certificate in writing of the Additional City Engineer be final and conclusive) shall be borne and paid by the original Contractor and shall be deducted from any money due to him by the VSCDL/VMC under the Contract or otherwise or from his security deposit or the proceeds of sale thereof or part thereof. In the event of any of the above courses being adopted by the Additional City Engineer the Contractor shall have no claim for compensation for any loss sustained by him by reason of his having purchased, or prepared any materials, or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract.
- d) And in case of the Contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum, for any work therefore actually performed by him under this Contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to Contractor in respect thereof and he shall only be entitled to be paid the amount so certified.
- e) Whenever any claim against the Contractor for the payment of a sum of money arises out of/under the Contract, VSCDL/VMC shall be entitled to recover such sum by appropriating in part or whole from the security deposit of the Contractor. In the event of the security being insufficient or if security has been taken from the Contractor than the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due to which at any time thereafter may become due to the Contractor under this or any other contract with the VSCDL/VMC and should this sum be not sufficient to cover the recoverable amount the Contractor shall pay to the VSCDL/VMC on demand the balance remaining due.

6.16.12 Action when the Progress of any Particular Portion of the Work is Unsatisfactory

If the progress of any particular portion of the work is unsatisfactory the Additional City Engineer/ Executive Engineer shall, notwithstanding that the general progress of the work is satisfactory, be entitled to take action after giving the Contractor 10 days notice in writing and the Contractor shall have no claim for compensation for any loss sustained by him owing to such action.

6.16.13 Action where no Specification Issued

In case of any class of work for which there is no such specification supplied by VSCDL/VMC as mentioned in Tender document such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specification do not cover the same the work should be carried as per standard Engineering practice subject to the approval of the Engineer-

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in-charge.

6.16.14 Abnormal Rates

The Contractor is expected to quote for each item after careful analysis of cost involved from the performance of complete item considering all specifications and conditions of Contract. This will avoid loss or profit or gain in case of curtailment or change of specification for any item VSCDL/VMC reserve the right to reject tender if abnormality in quoted rates will be found, analysis for such rate to be furnished by the Tenderer on demand.

6.16.15 Period of Liability & Guarantee

The Contractor shall be liable for a period of 60 (Sixty) months after the date of issue of the certificate of completion of work issued by the Additional City Engineer. This period shall be deemed as guarantee period during which, the Contractor shall be responsible for rectifying any defects that may develop in his workmanship & materials (against manufacturing defect) within the time specified by VSCDL/VMC. If Contractor fails to rectify that defect, VSCDL/VMC reserves the right to complete that job at the risk and cost of the Contractor and such cost will be adjusted against the security deposit.

The Contractor shall be liable during guarantee period of 60 (sixty) months to rectify any defects that may develop after commissioning of supplied materials at the risk and cost of the Contractor.

6.16.16 Settlement of Disputes by Arbitration

Any dispute or differences that may arise between the Engineer-in-charge on one hand and the Contractor on the other hand regarding the Contract, meaning of effect of Contract Documents, design drawings, specification, estimates, rates of schedule of item of otherwise, quality of materials, workmanship employed during the execution, failure to execute the instructions of Engineer-in-charge relating to the works, etc. shall be referred to the Chairman - VSCDL for decision. The decision of the Chairman – VSCDL/Municipal Commissioner-VMC, Vadodara will be final and binding to the Parties to this Contract.

6.16.17 Insurance in Respect of Damage to Persons and Property

The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to the property, which may arise, from the operation or negligence of Contractor or of any nominated Sub-contractor's employees whether such injury or damage arise from carelessness. Accident or any other cause whatever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to building whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify VSCDL/VMC and hold him harmless in respect of all and expenses arising from any such injury or damage to person or property aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award

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of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver up the whole of the Contract works completed and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the VSCDL/VMC against all claims which may be made against the VSCDL/VMC by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until actual handing over of the works to the VSCDL/VMC with an approved office a Policy of insurance in the Joint names of the VSCDL/VMC and the Contractor against such risks from time to time during the currency of this Contract. The Contractor shall similarly indemnify the VSCDL/VMC against all claims which may be upon the VSCDL/VMC whether under the Employee's Compensation Act or any other Statute in force during the currency of this Contract or at common law in respect of any employee effect & maintain until the actual handing over of the lighting work with an approved office of policy of Insurance in the joint names of the VSCDL/VMC and the Contractor against such risks from time to time during the currency of the Contract.

The Contractor shall be responsible for anything which may be excluded from the insurance Policies above referred to & also for all the other damages to any property arising out & incidental of the negligence or defective carrying out of this Contract. The Contractor shall also indemnify the VSCDL/VMC in respect of any costs charges or expenses arising out of any claim or proceedings & also in respect of any Award of compensation of damage arising there from.

The VSCDL/VMC shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs charges & expenses arising or occurring from or in respect of any such claim or damage from any sum due or to become due to the Contractor.

6.16.18 (Deleted)

6.16.19 Final Certificate

On completion of the work, the Contractor shall be furnished with a certificate by the Additional City Engineer of such completion but no such certificate shall be given or considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed such as all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from site or any rubies or such other parts, etc.

6.16.20 Payment of Reduced Rates on Account of Items of Works not Accepted as Completed to be at the Discretion of the Executive Engineer

The rates for several items of works estimated to cost more than Rs. 1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not

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accepted as so completed the Executive Engineer may make payments on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

6.16.21 Bills to be on Prescribed Form

The Contractor shall submit all bills in typed triplicate on the prescribed forms to Engineer-in charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates herein after proved for such work.

6.16.22 Works to be Executed in Accordance with Specifications, Drawings, Orders, Etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The Contractor shall also confirm exactly full and faithfully to the designs and instructions in writing relating to work signed by the Executive Engineer. The Contractor shall be entitled to have access for the purpose of inspection of such office or on the site of the work during the office hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs, drawings or instruction aforesaid.

6.16.23 Works not to be Sublet

The Contractor shall not be assigned or sub-let the work without approval of the Additional City Engineer and if the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to the adjudicated an insolvent or make any compensation with his creditors or attempt to do so, the VSCDL/VMC may by notice in writing, rescind the Contract. Also if any bribe, gratuity, gift, loan, prerequisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of or authorized by the VSCDL/VMC/ in any way relating to his office or employment, if any such officer or person shall become in any directly or indirectly interested in the Contract, the VSCDL/VMC may, by notice in writing rescind the Contract.

In the event of a Contract being rescinded, the Security Deposit of the Contractor shall thereupon stand forfeited absolutely at the disposal of the VSCDL/VMC and the same consequence shall ensure as if the Contract had been rescinded as per relevant clause of the RFP hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the Contract.

6.16.24 Execution of Works

All works to be executed under the direction and subject to the approval in all respect of Executive Engineer who shall be entitled to direct in manner they are to be commenced and from time to time carried on.

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Except where otherwise specified in the Contract and subject to the powers delegated to the Executive Engineer, the decision of the Additional City Engineer for the time being shall be final, conclusive and binding on all Parties to the Contract upon all question relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or material used on the work or as to any other question, claim, right, matter or thing whatsoever, in anyway arising out of or relating to the contract designs, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution of failure to execute the same, whether arising during the progress of the work or after completion of abandonment thereof.

6.16.26 Work on Sunday

No work shall be done on Sunday or on declared Public Holiday without written permission of Executive Engineer.

6.16.27 Lumpsum in Tender

When the estimate on which a tender is made includes lump sums in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question is not in the opinion of the Executive Engineer capable of measurement, the Executive Engineer at his discretion pay the lump sum amount entered in the Contract and the certificate in writing of the Executive Engineer shall be final and conclusive against the Contract with regard to any sum or sums payable to him under the provisions of this clause.

6.16.28 Action where no Specifications are Available

In case of work for which there is no such specification, work shall be carried out in accordance with the P.W.D. or IS specifications and in the event of there being no P.W.D. or IS specifications the work shall be carried out in all respects in accordance with the instructions and requirements of Executive Engineer.

6.16.29 Definition of Work

The expressions "Work" or "Works" whenever used in these conditions shall unless, there be something in the subject or context repugnant to such construction be constructed to mean the work or the works contracted to the executed under or by virtue of the Contract, where temporary or permanent and whether original altered substituted or additions.

6.16.30 Quarry Fees and Royalties, Etc.

All quarry fee, royalties, any taxes, VMC's charges and ground rent for stacking materials, if any, should be paid by the Contractor.

6.16.31 Implementation of Provident Fund Act & Labour Act

It is to be noted that the subject Contract would be awarded only to those contractor that have fulfilled having P.F. Registration Number allotted to them by RPFC, The agency to submit

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Certificate, Possessing License under Contract Labour Act 1970 and to submit the same along with the bid.

6.16.32 (Deleted)

6.16.33 Contractor Remains Liable to Pay Compensation, if Action not taken, Power to Take Possession of Or Require of Or Sell Contractor Plant and Material

In any case in which any of powers conferred upon the Additional City Engineer as mentioned in this RFP shall have become exercisable and the same not have been exercised, the no exercise thereof and such powers shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in any future case of default by the Contractor for which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Additional City Engineer taking action, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in the account of the contract rates or in the case of Contract rates not beings applicable at current market rates, to be certified by the Executive Engineer whose certificates thereof shall be final. In the alternative the Additional City Engineer may by notice in writing to the Contractor of his works foreman or other authorized agent require him to remove such tools plants, materials or stores from his premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Additional City Engineer may remove them at the Contractor's expense or sell them by auction or private sale at the risk and cost of the Contractor in all respect, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

6.16.34 Alterations in Specifications and Designs not to be Invalidated Contract Rates for Works not Entered or Schedule Rate.

The Additional City Engineer shall have power to make any alteration in or addition to the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Additional City Engineer/Executive Engineer and such alteration shall not invalidate the Contract. Any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered in the tender for the work, and if the additional and altered work includes any class of works for which no rate is specified in this Contract, then such class of works shall be carried out at the rates entered in the

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PWD SOR rates or at the calculated rates/approved rates whichever is lower. If the additional or altered work for which no rate is entered in the Schedule of Rates is ordered to be carried out before the rates are agreed upon then Contractor, within seven days of the date of receipt by him of the order to carry out the work, shall have to inform the Executive Engineer of the rate which he is intention to charge for such class of work, and to arrange to carry out in such manner as he may consider advisable provided always that if the Contractor shall commence work or incurred any expenditure in regard there to before the rates shall have been determined as lastly here in before mentioned then in such cases, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to such date of the determination of the rate as aforesaid according to such rates as shall be fixed by Executive Engineer.

In the event of a dispute, the decision of the Additional City Engineer will be final. However, the work is to be executed according the designs, drawings and specifications recommended by the Contractor and accepted by VSCDL/VMC, the alteration above referred shall be within the scope of such design, drawings and specifications appended to the tender. The time limit for completion of works shall be extended in the proportion that the increase in cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Executive Engineer as such proportion shall be conclusive.

6.16.35 No Compensation for Alteration or Restriction of Work

If at any time after execution of the Contract Documents, the Additional City Engineer/Executive Engineer shall, for any reason what so ever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall there upon suspend or stop the work totally or partially, as the case may be. In any such case, except as provided here under, the Contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. The Contractor shall not have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the Contractor before receipt by him of the said notice, the Contractor shall be paid for such materials at the rates determined by the Executive Engineer they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Executive Engineer whose decision shall be final. If the Contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the Contractor shall, on application be entitled to any compensation on account of labour charge as the Executive

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Engineer whose decision shall be final may consider reasonable. Provided that the Contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of Executive Engineer, the labour could have been employed by the Contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

6.16.36 No Claim to Compensation on Account of Loss Due to Delay in Procurement of Material from Market

The Contractor shall not be entitled to claim any compensation from VSCDL/VMC for the loss suffered by him on account of delay in the procurement of material from market where such delay is caused by:

- a) Force Majeure
- b) Act of God
- c) Act of enemies of the State or any other reasonable cause beyond the control of VSCDL/VMC.

6.16.37 Action and Compensation Payable in case of Bad Work

If at any time before the Security Deposit is refunded to the Contractor, it shall appear to the Additional City Engineer/Executive Engineer/his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or are otherwise not in accordance with the Contract, it shall be lawful for the Additional City Engineer/Executive Engineer to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid to the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may be, or if he is required, shall remove the material or articles so specified and provided other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by The Additional City Engineer/Executive Engineer in the written intimation aforesaid the Contractor shall be liable to pay compensation at the rate of one per cent on the amount of the Contract sum for every day not exceeding ten days, during which the failure so continues, and in the event of any such failure as aforesaid the Additional City Engineer/Executive Engineer may rectify or remove and re-execute the work or remove and replace the materials or articles as complained of as the case may be at the risk and expense in all respect of the Contractor. If the Additional City Engineers consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix here for.

6.16.38 Works to be Open for Inspection, Contractor to be Present

All works under or in course of execution in pursuance of the Contract shall at all times be open to the inspection and supervision of the Additional City Engineer/Executive Engineer/his subordinates or agents appointed by VSCDL/VMC and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the

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Additional City Engineer/Executive Engineer/or his subordinate or agents appointed by VSCDL/VMC to visit the works shall have been given. In the specification or other documents forming part of the Contract referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Additional City Engineer/ Executive Engineer/as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage, therefore, to and for the work.

The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time of the work or materials, failing this the same may be provided by the Executive Engineer at the expense of the Contractor and the expense may be deducted from any money due to the Contractor under the Contract or from his Security Deposit. The Contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expense of defence of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may be with the consent of the Contractor be paid in compromising any claim by any such person.

6.16.39 Hoisting Appliances, etc.

The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

- a) Hoisting machines and tackle: including their attachments, anchorages and supports, shall
 - (I) Be of good mechanical construction, sound material and adequate strength and free patent defect; and
 - (II) Be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and be re-examined in position at intervals to be prescribed by VSCDL/VMC.
- d) Every chain, ring, hook, shackle, swing and pulley block used in hoisting or lowering materials or as means of suspension shall be periodically examined.
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 20 years shall be in control of any hoisting machine including any winch or give signals to the operator.
- g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and
- h) Pulley used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.
- i) Every hoisting machine and all gear referred to in the preceding regulation be plainly marked with the safe working load. In the case of hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.

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- j) No part of any hoisting machine or any gear referred to in regulation above shall be loaded beyond the safe working load except of the purpose of testing.
- k) Motors, gearings, transmissions, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to a minimum the Risk of the accident descent of the load.
- m) I. Adequate precautions shall be taken to reduce to a minimum risk of any part of a suspended load becoming accidentally displaced.

6.16.40 Measures for Prevention of Fire

The Contractors shall not set fire to any standing jungle, trees brushwood or grass without a written permit from the Additional City Engineer/Engineer-in-charge. When such permit is given and also in all cases when destroying out of a dug-up trees, brushwood, grass, etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

6.16.41 Liability of Contractor for any Damage done in or Outside Work Area

Compensation for all damage done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the work site including any damages caused by the spreading of Fire shall be estimated by the Executive Engineer or such other officer as the VSCDL/VMC may appoint and the estimates of the VSCDL/VMC shall be final and the Contractor shall have to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Additional City Engineer from any sums that may be due to or become due from the VSCDL/VMC to the Contractor under this Contract or otherwise.

The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of Fire and shall be also pay any damage and cost that may be the court in consequence. However, in any case VSCDL/VMC cannot be suit under any circumstances.

6.16.42 Safety Code

Contractor shall adhere to safe practice and guard against hazardous unsafe working condition and shall comply with central / State Government safety Rules. Safety Regulations in respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, Contractor shall at his own expense arrange to all safety provision as per safety code of Bureau of Indian Standard, the Electricity Act and such other acts as applicable. Suitable scaffolding will be provided for workmen for all works that cannot be safely done from the ground up to any height as required for working, Scaffolding should be strong enough to prevent any collapse/Accident. The Contractor is responsible for the stability of scaffolding.

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A bill of approximate quantities for various items accompanies with this Tender. It shall be definitely understood by the Contractor, VSCDL/VMC do not accept any responsibility for the correctness or completeness of this Bill in respect of items & quantities & this schedule is liable to alteration by deletions, deductions or addition to any extent at discretion of the VSCDL/VMC without affecting the terms of Contract. The VSCDL/VMC reserves the right to increase or decrease the quantum of work to any extent at site without assigning any reason/compensation.

6.16.44 Detail Drawings

The drawing accompanying the tender document is indicative of work and issued for tendering purpose only. Purpose of these Drawings is to enable the Tenderer to make an offer in line with the requirement. However, no extra claim whatsoever shall be entertained for any variation in the “Approved for construction” and “tender drawing” regarding any changes/units. Construction shall be done as per Drawings/specifications submitted by the Contractor and approved by the VSCDL/VMC during the course of execution. Three copies of the drawings furnished by the Contractor shall be kept at the site and the same shall at all reasonable times be available for inspection & use by VSCDL/VMC or his representative or by other person authorized by VSCDL/VMC in writing. The Contractor shall furnish 5 sets of as built drawings after completion of the entire works and prior to submission of final bill.

6.16.45 Removal of Workmen

The VSCDL/VMC shall be at liberty to object & require the Contractor to remove forth with from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the VSCDL/VMC mis-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Executive Engineer to be undesirable and such person shall be replaced by the Contractor without delay by competent substitute approved by VSCDL/VMC.

6.16.46 Site Facility

All temporary structures put up for the works shall be removed and site handed over to Employer without obstruction. Water Supply & Electricity for construction purpose will be arranged by Contractor at his own cost.

6.16.47 Force Majeure

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.

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Following shall be the events and circumstances of Force Majeure:

- i. Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage;
- ii. The expropriation or Compulsory acquisition or seizure of the assets of the Contractor by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Contractor of any Indian law or Indian Directive but excluding any change in law;
- iii. Act of Government;
- iv. Act of God, epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures, which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. VSCDL/VMC shall not be liable to make any payments to the Contractor for it being affected on account of Force Majeure except for the charges specified in the RFP which shall be payable only for a duration of not more than 15(Fifteen) days from the date Force Majeure is declared.

VSCDL reserves the right to terminate the Contract if the Force Majeure continues for more than 1 (one) month at a stretch.

Notwithstanding the provisions of tender, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.17 Termination of Contract

The Contract shall stand terminated at the end of the Contract period unless extended by the VSCDL/VMC in writing. VSCDL/VMC has the right to terminate the Contract by giving prior written Notice of at least 60 days.

6.18 Foreclosure of Contract in Full or in Part

If at any time after acceptance of the tender VSCDL/VMC shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out. VSCDL/VMC shall inform to the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates full amount of works executed, provided always that nothing herein contained shall be deemed to render the Contractor is liable for or in respect of or to indemnify VSCDL/VMC against any compensation or damage causes by the Excepted Risks.

6.19 O&M Conditions

Deleted

6.20 Fair Practices**6.20.1 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information

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unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

6.20.2 Fraudulent & Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority shall reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or successful Bidder, as the case may be, if it determines that the Bidder or successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- b) Without prejudice to the rights of the Authority mentioned in this RFP and the rights and remedies which the Authority may have under the LOA or the Contract, if a Bidder or contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

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- “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6.20.3 Conflict of Interest

A Bidder shall not have a conflict of interest, as more specifically described below, (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre- estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (“Damages”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof or any shareholder thereof having a shareholding is not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be, in the other Bidder(s), its Member or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa)

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above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- a constituent of such Bidder is also a constituent of another Bidder; or
- such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- Such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under common control with such Bidder/Consortium Member (the “**Associate**”). The expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law.

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Appendix 1**Qualification and Eligibility Criteria**

Online e-tenders invited for **Request for Proposal (RFP) for Supply, Erection, Testing and Commissioning of Smart LED Lighting for the main roads of Vadodara City Under Smart City Mission as per Technical Specifications** from reputed Bidders who meet the criteria as prescribed in this section.

- A. Only duly registered firm/company/partnership/sole proprietorship firm can submit bids. The Bidder shall provide certificate of incorporation, Company registration, name change if any, GSTIN Registration, PAN Number, PF Registration, etc.
- B. The Bidder or its Consortium/JV/MoU partner/s shall be:
1. An Indian Firm;
 2. Should be registered under Companies Act 1956 or Companies Act 2013 in India or Limited Liability Partnership Firm under LLP Act 2008 or a Registered Partnership Firm at the time of the bidding;
 3. Should have a registered number of GST, Income Tax/PAN Number
- C. The Bidder or its Consortium/JV/MoU partner/s should not have been blacklisted by any State/Central Government Department or Central/State PSUs/ULBs as on Bid submission date. The Bidder should provide Legal Attorney certified letter of undertaking to this effect on the letter head, co-signed by Bidders' authorized signatory. VSCDL/VMC at its own discretion may collect and verify such information. If VSCDL/VMC finds that the Bidder has not provided such information and has tried to mislead, it may reject the Bidder's proposal.

The Bidders can participate in any of the following two options:

Option A- Sole Bidder**Option B – Consortium formation**

The Bidder should meet the Eligibility criteria for the Option A or Option B whichever it has chosen for participation in this Tender.

OPTION A - Eligibility Criteria for Sole Bidder

1. The Sole Bidder must be an OEM, or Network Provider or an Electrical Contractor registered in appropriate class for electrical category either with Vadodara Municipal Corporation or equivalent class with any other Central/State/PWD/M.E.S./Semi Govt. organizations. If the Electrical Contractor proposed by the Bidder as MoU partner has not been registered with the VMC at the time of bid submission (but is registered in other Central/ State/ PWD, MES, Government Organization, PSU), then immediately in issue of LOI he should get registered with the VMC.

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2. The Sole Bidder can't be a member of any other consortium or be a MoU partner with another Bidding Consortium for this Tender.

The Sole Bidder shall indicate the role, expertise and experience of each of the MoU partner(s). The MoU partner(s) should have carried out at least one project with 1500 Nos. of Smart LED Lights of similar work with the role for which he has been included as MoU partner(s). For Clarity if the MoU partner is a Network provider then he should submit a project data sheet and experience certificate showing that he has carried out Network integration in individual/group Control for 1500 Nos. of Smart LED Lights. However, in case of the MoU partner being an Electrical Contractor SITC experience of conventional LED Street Lighting/other LED Outdoor Lighting shall also be acceptable apart from Smart LED Lighting System.

Financial Criteria

1. The Average Annual Turnover of the Sole Bidder should be at least Rs. 15 Crores in any 3 financial years in last seven financial years and up to one month prior to last date of online submission of the Bid. Separate Chartered Accountant's certificate shall be attached along with the Bid.

Following enhancement factors will be used for the cost of works executed and financial figures to common base for the value of the works completed in India.

Financial Year	Multiplying Factor
2018-19	1.00
2017-18	1.10
2016-17	1.21
2015-16	1.33
2014-15	1.46
2013-14	1.61
2012-13	1.77

2. The Bidder should submit a Bank Solvency Certificate of not less than Rs. 10 Crores. The solvency Certificate issued shall not be older than six months from the last date of bid submission.
3. The Sole Bidder and MoU Members should be in existence for at least 5 year and 2 years respectively.

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The qualification process will lay high emphasis on the ability and competency of Bidders to do high quality work within the given time schedule. The Bidder should have carried out similar nature of works during last 7 years and up to one month prior to last date of online submission of the Bid and should be either of the following:

A. Three similar completed works each costing not less than the amount equal to Rs. 12.24 Crores (i.e. ~ 25% of the estimated cost).

OR

B. Two similar completed works each costing not less than the amount equal to Rs. 19.59 Crores (i.e. ~ 40% of the estimated cost).

OR

C. One similar completed work costing not less than the amount equal to Rs. 29.38 Crores (i.e. ~ 60% of the estimated cost).

Similar Nature of Work

The Bidder should have completed projects related to below mentioned similar nature of works during last Seven (7) financial years and up to one month prior to last date of online submission of the Bid:

A1: Supply, Installation, Testing & Commissioning of outdoor lighting works anywhere in India;

Physical Criteria for Outdoor Lighting

The Sole Bidder and/or any MOU partner(s) shall have executed SITC contract of minimum 6000 Nos. (max. work orders of 2 Nos.) of LED Street / other Outdoor Lighting System, in the last seven (7) years and up to one month prior to last date of online submission of the Bid. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.

The Bidder should be having in place a MOUs with a Luminaire OEM (in case it is not an OEM itself); a Network Provider; a LMS Software Provider (which is operative for last 2 years with desired features as per Clause 5.3 of Volume – II) who may jointly meet Physical Criteria (1) or (2) as applicable of Smart Lighting applicable for Sole Bidder.

Or

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A2: Supply & Integration of Smart LED Street Light Luminaire with Individual or Group Control, Centralized Control and Monitoring System (CCMS) and/or Gateway & Lighting Management Software anywhere in INDIA.

Physical Criteria for Smart Lighting

1. The Sole Bidder is other than a Luminaire OEM, then
 - (a) The proposed Luminaire OEM should have supplied, installed and commissioned in India minimum 6000 Nos. (max. work orders of 2 Nos.) of Smart LED Street Lighting Luminaries with Individual/ Group wireless controller with Lighting Management Software (LMS) through Control and Command Centre or cloud in last seven (7) financial years and up to one month prior to last date of online bid submission in Government/ semi-government/ Municipal Corporation/ ULB/ PSU/ MSI/ Private organizations as a direct contractor. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.
 - (b) It should also submit an MOU (in prescribed form as specified in RFP document) with Original Equipment Manufacturers (whose equipment/ materials will be installed in the project) confirming backup guarantee for the entire contract period (including Guarantee period) with full replacement and repairing support.
- Or**
2. If the Sole Bidder is a Luminaire OEM, then
 - (a) The Luminaire OEM should have Supplied including testing and commissioning support in India minimum 6000 Nos. (max. work orders of 2 Nos.) of Smart LED Street Lighting Luminaries with Individual/ Group wireless controller in single work order during last seven (7) years in any Government/ semi-government/ Municipal Corporation/ ULB/ PSU/ MSI/ Private organizations as a direct contractor. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.
 - (b) The Luminaire OEM should be having in place a MOUs with an Electrical Contractor of Appropriate class; a Network Provider; a LMS Software Provider (which is operative for last 2 years with desired features as per Clause 5.3 of Volume – II) who may jointly meet Physical Criteria (1) or (2) as applicable of Smart Lighting applicable for Sole Bidder.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**OPTION B - Eligibility Criteria for Consortium/ Joint Venture**

In case of a consortium, the consortium should not consist of more than three parties (including the Lead Bidder) and shall be formed under a duly stamped consortium agreement. The joint letter of intent for forming of consortium by the Consortium members shall be submitted along with the bid clearly mentioning the Lead Bidder and sign & stamp of all members willing to form the consortium. The original stamped consortium agreement shall be submitted alongwith the hard copy of the tender at the time of bid submission. The Lead Bidder of a consortium cannot bid separately as a sole bidder OR as a consortium member of any other bid for this project. The list of Consortium Members needs to be declared in the bid which cannot be changed by the Bidder in case his bid shall be declared as a successful bid.

The qualification process will lay high emphasis on the ability and competency of Consortium or JV to do high quality work within the given time schedule.

The consortium members should include mandatorily an OEM partner, a reputed contractor registered in “A” class for electrical category either with Vadodara Municipal Corporation or equivalent category of other States/ Central/ PWD/M.E.S./Semi Govt. Organizations, and/or a Network Provider.

Alternatively, the consortium members may include the following two participants (i) a reputed electrical contractor registered in “A” class for electrical category either with Vadodara Municipal Corporation or equivalent category of other States/ Central/ PWD/M.E.S./Semi Govt. Organizations, (ii) OEM for Controller and Network Integrator (or Network Provider in case it is providing the Controller & Network Support). The Luminaire OEM and Network Provider would however be signatory to the MoU as per Form 15 and shall submit equipment supply / service readiness assurance as per Form 14 and warrant the equipment/ services as per tender specifications including support for spares, network availability and software support for a period of 10 years from the date of commissioning. The two consortium partners should jointly meet the financial criteria and the bidding group (Consortium and MoU holders should jointly meet the physical criteria).

In case the Luminaire OEM, Network Integrator or Controller OEM does not have its own LMS Software operating from last 2 years a separate MoU with another agency meeting the bid requirement.

For example, if any of the members is having multiple expertise viz. Luminaire OEM as well as Network Integration Services then the consortium may be formed with an Electrical Contractor. However, they may still have a MoU with an LMS software provider (if they do not have own LMS Software which is operative for last 2 years with desired features as per Clause 5.3 of Volume – II). The Consortium should ensure that the partners (consortium or MOU) bring in all required expertise required for executing the work.

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In case the Luminaire OEM is the Lead Bidder, then the other member(s) of the consortium should include a reputed contractor registered in “A” class for electrical category either with Vadodara Municipal Corporation or equivalent class from any Central/State/PWD/M.E.S./Semi Govt. Organizations and/or a Network Service Provider;

The Bidder shall indicate the role, expertise and experience of each of the Consortium partner(s) and MoU member. No two Consortium Partner(s) and/or MoU member(s) shall be inducted for the same role in the bid teaming composition. The Consortium partner(s) responsible for supply of Controller cum Network Integration solution should have demonstrated capability of providing the proposed solution offered in the bid and should have executed at least one full-scale implementation (with any available network technology) of the Smart LED Lighting System with capability of remote wireless monitoring and operation and /or integration with a Central Control Centre has been done using the proposed Controller and/or LMS Software solution.

Financial Criteria

- A. The Lead member or that of the Consortium (in proportion of their share) should have an Average Annual Turnover of be at least Rs. 15 Crores in last 3 financial years Separate Chartered Accountant's certificate of each of the Consortium Members shall be attached along with the Bid. The Consortium Agreement should clearly indicate the share of each of the member forming the consortium. In absence of the share of the Consortium members in the Consortium Agreement the bid will be considered non-responsive.

Following enhancement factors will be used for the cost of works executed to bring the same to current price level:

Financial Year	Multiplying Factor
2018-19	1.00
2017-18	1.10
2016-17	1.21
2015-16	1.33
2014-15	1.46
2013-14	1.61
2012-13	1.77

- B. The Consortium should jointly meet Bank Solvency requirement of not less than Rs. 10 Crores. The solvency certificate issued by the Bank shall not be older than six months from the date of its issuance.
- C. The Lead Bidder in any Consortium should have a minimum Turnover of Rs 6 Cr and Solvency of Rs 4 Cr respectively.
- D. The Lead Bidder should be in existence for at least 5 year and the other consortium Bidders and MoU Members should be in existence for at least 2 years.

**VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)
Experience Criteria for Consortium**

The consortium member shall jointly meet the following financial criteria:

1. Three similar completed works each costing not less than the amount equal to Rs. 12.24 Crore (i.e. ~ 25% of the estimated cost).
OR
2. Two similar completed works each costing not less than the amount equal to Rs. 19.59 Crore (i.e. ~ 40% of the estimated cost).
OR
3. One similar completed work costing not less than the amount equal to Rs. 29.38 Crore (i.e. ~ 60% of the estimated cost).

Alternatively, the Team Composition (Consortium Members and MoU partners) must jointly achieve an overall experience of meeting a cumulative 80% of project value (i.e. of Rs. 39.17 Crores) based on any 3 projects completed in the last 7 years by the consortium members. In case of OEM, Equipment Supply (instead of SITC) shall be considered as similar works for eligibility as-long-as the Lead Partner shall atleast meet the 25% of PQ requirement.

A1: Supply, Installation, Testing & Commissioning of outdoor lighting works anywhere in India;**Physical Criteria for Outdoor Lighting**

The Lead Bidder and/or any Consortium partner(s) shall have executed SITC contract of 2 Work Orders of minimum 6000 Nos. (max. work orders of 2 Nos.) of LED Street/other Outdoor Lighting System, in the last seven (7) years and up to one month prior to last date of online submission of the Bid. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.

The Lead Bidder should be having in place a Consortium with a Luminaire OEM (in case it is An Electrical Contractor) and an Electrical Contractor of Appropriate Class (in case it is a Luminaire OEM) and MoU with Network Provider and a LMS Software Provider who may jointly meet Physical Criteria (1) and (2) of Smart Lighting applicable for Consortium / JV Bidder

And/Or

- A2: Supply and/or Integration of Smart LED Street Light Luminaire and/or Individual Control and/or Centralized Control and Monitoring System (CCMS) and/or Gateway and/or Lighting Management Software anywhere in India.**

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Physical Criteria for Smart Lighting**

1. The OEM partner should have supplied in India minimum 6000 Nos. (max. work orders of 2 Nos.) of Smart LED Street Lighting Luminaries with Individual/ Group wireless controller with Lighting Management Software (LMS) through Control and Command Centre or cloud in last seven (7) financial years and up to one month prior to last date of online bid submission in Government/semi-government/ Municipal Corporation/ULB/PSU/MSI/ Private organizations as a direct contractor. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.
2. One of the consortium members should have its own Lighting Management Software (LMS) which is operative for last Two (2) years or it should have MOU with such partner who provides LMS services having a own software with desired features as per Clause 5.3 of Volume - II for not less than Three (3) years.

Special Notes for both Option A & Option B**(A) Experience**

All necessary documentary evidence in support of the Bidder meeting the qualification requirement shall be submitted along with the bid submissions.

In case of Sole/ Lead Bidder being an Electrical Contractor, he shall furnish a satisfactory performance certificate or completion certificate in Form-3A issued from Government/semi-government/Municipal Corporation/ULB/PSU/MSI in India with self-attested copies of purchase orders received from those clients in support of experience shown for meeting the above criteria. The certificate shall be issued by the authority not below the rank of Executive Engineer in case of Government organization and designated senior official (equivalent to DGM & above) in case of PSU/ MSI/ Private Sector organization (where the bidder has worked as a direct contractor).

In case of OEM or Network Provider the Invoices evidencing supply of equipment with order copy issued by Government/ Semi-government/ Municipal Corporation/ ULB/ PSU/ MSI/ Private organization shall also be considered in case of a direct order. Work executed as a sub-contractor shall not be considered except when the next level client is a Government Body/ ULB.

(B) Disqualification

Even though the Bidders meet the above criteria, they are subject to be disqualified and forfeiture of EMD (with approval of competent authority) and agency will be debarred from VSCDL/VMC, if Bidder has:

- i. Made misleading or false representation in the forms, statements and attachments submitted; or
- ii. Been debarred by Central govt. organization/ State govt. organization/VSCDL/VMC or any other Agency of Government of India or any of the State Governments /ULBs.

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In case of a proprietary firm, partnership firm the following are the disqualification criteria in case of failure to disclose information by partners or the proprietor:

- (i) If, any of the partner or the proprietor is debarred by Central govt. organization/State govt. organization/VSCDL or any other Agency of Government of India or any of the State Governments/ Municipal corporation/ ULBs.
 - (ii) If, any of the partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.
 - (iii) If, any criminal proceeding is pending in any court of law in India against any of the partner or a proprietor and if any such proceeding culminates into conviction in last seven years.
- (C) The permit (issued by Govt. of Gujarat) holder persons must be deployed for the job. The VSCDL/VMC will not be responsible for any accident or injury to the workman/staff of the Contractor. No compensation of any kind shall be paid by the VSCDL/VMC. The Bidder shall observe latest Government rules regarding labours etc.
- (D) The Bidder should have full-fledged office with technical personnel. He should clearly state the arrangement of staff available with them in separate sheet. The Bidder should possess adequately qualified electrical personnel required for the proposed work. Presently, if the Bidder is not in possession, the clear confirmation to arrange such staff/ facilities in the event of award of contract must be furnished.
- (E) Certificates/evidences should be duly attested/certified by Notary. All work details should be provided with attested copies of evidences.
- (F) Complete installation, testing and commissioning shall be carried out in the presence of Engineer of OEM and under their guidance.

Mandatory Documents (duly notarized) required for the Bidder:

1. Demand Draft / Pay Order in favour of Vadodara Smart City Development Limited at Vadodara only to be forwarded towards non-refundable Tender Fee issued by Sole/ Lead Bidder.
2. Copy of valid Electrical Contractor License of the Sole/ Lead Bidder and/or its MoU and/or Consortium partners.
3. Copy of valid Class “A” Registration of the Electrical Contractor of the Sole/ Lead Bidder and/or its MoU and/or Consortium partners.
4. Copy of EPFO Registration of Sole/ Lead Bidder.
5. Copy of ESIC Registration of Sole/ Lead Bidder.
6. Copy of Certification of incorporation issued by competent authority/Partnership Deed / Registration Certificate/Shop & Establishment Certificate of Sole/ Lead Bidder.
7. Copy of PAN Card of Sole/ Lead Bidder.
8. Copy of GST registration of Sole/ Lead Bidder.
9. Annual Audited Reports (Balance Sheet and Profit & Loss Account) of last 3 financial years of the Bidder and its MoU and/or Consortium partners meeting the Turnover Criteria.
10. Experience Certificate alongwith the Order Copies meeting the physical criteria by the Sole/ Lead Bidder and/or its MoU and/or Consortium partners.

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11. Valid Solvency Certificate of or the Sole/ Lead Bidder and/or its MoU and/or Consortium partners shall be attached along with tender documents.
12. List of Work in Hand.
13. The Bidding MoU and/or Consortium partner who is an Electrical Contractor should be mandatorily registered with VMC. If the Bidder is not registered with VMC, then VMC registration will have to be obtained before placement of order by VSCDL.
14. The permit (issued by Govt. of Gujarat) holder persons must be deployed for the job. The VSCDL/VMC will not be responsible for any accident or injury to the workman/staff of the Contractor. No compensation of any kind shall be paid by the VSCDL/VMC. The Bidder shall observe latest Government rules regarding labours etc.
15. The Bidder should have full-fledged office with technical personals. He should clearly state the arrangement of staff available with them in separate sheet. The Bidder should possess adequately qualified electrical personnel required for the proposed work. Presently, if the Bidder is not in possession, the clear confirmation to arrange such staff/ facilities in the event of award of contract must be furnished.
16. Certificates/evidences should be duly attested/certified by Notary. All work details should be provided with attested copies of evidences.
17. Complete installation, testing and commissioning shall be carried out in the presence and under guidance of qualified engineers.
18. The lighting manufacturer should be profitable in the last 3 Financial years and must have an experience of at least supply of min. 6000 Smart Street Lights with individual wireless control anywhere in India and should attach Order Copies and Experience Certificate for the same. Attach audited balance sheet & P&L statements for last 3 financial years.
19. The offered LED streetlight luminaires must have passed LM 79; from third party UL/ILAC/NABL accredited lab with photometry discipline.
20. Data sheets duly filled with all the Technical Parameters for all the Luminaires and systems offered shall be submitted with attestation from the OEM (Sign and Seal) along with the Technical Bid. Soft Copy of Catalogues, Polar Diagrams, Cone Diagrams, IES Files along with Link of the official web page of Luminaries shall be submitted along with the technical Bid else they should upload an e-catalogue alongwith the bid documents.
21. Technical Compliance as per RFP duly signed & stamped along with Datasheets & Solution Document.
22. Dialux Simulation Reports complying the RFP requirements should be submitted along with soft copies of files.

ANNEXURES

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)

Annexure No. 1: BID SECURITY (BANK GUARANTEE)

To,
Chief Executive Officer,
Vadodara Smart City Development Limited
202, Street Light Department, Khanderao Market Building
Vadodara, Gujarat- 390209

Date:

Bank Guarantee No.:

WHEREAS _____(hereinafter called “the Bidder”) has submitted its Proposal dated _____for _____(hereinafter called “the RFP”) and whereas We, Bank; agree to give the Tenderer a guarantee for the Earnest Money Deposit.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the Bidder upto a total of Rupees(i.e. Rs.....) and we undertake to pay to the Vadodara Smart City Development Limited, Vadodara, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or shortcomings or debit of the Bidder any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of the tender. However, unless a demand or claim under this guarantee is made only in writing on or before the we shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Vadodara Smart City Development Limited, Vadodara, in writing.
4. We lastly undertake not to remove the guarantee for any change in constitution of the Bidder or the Bank.

This guarantee will remain in full force up to and including insert: [the date that is 60 days after the period of Proposal validity], and any demand in respect thereof must reach the Bank not later than the above date.

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Signature and Seal of the Guarantor Bank:

Address:

Date:

In the capacity of: [*insert: title or other appropriate designation*] Seal of the Bank

Note:

- This guarantee will attract stamp duty as a security bond.
- A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

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Annexure No. 2: PERFORMANCE BANK GUARANTEE/ SECURITY

To,
Chief Executive Officer,
Vadodara Smart City Development Limited
202, Street Light Department, Khanderao Market Building
Vadodara, Gujarat- 390209
For Contract Performance Bank Guarantee

Ref : < --- >

Date:

Bank Guarantee No.:

WHEREAS (Name and Address of Contractor) _____
(Hereinafter called "The Contractor") has undertaken, in pursuance of contract No. _____ dated _____
to execute (Name of contract and brief description of work] (Hereinafter called "the Contract")

And whereas it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with contract.

AND WHEREAS we have agreed to give the Contractor such bank guarantee;

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor up to a total of Rs. (In figure) _____
Rupees (In words) _____. Such sum being payable in the types and proportions of currencies in which contractor is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]** _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee is valid until the date _____ after the issuing of the completion certificate. Our guarantee to VMC/VSCDL, Vadodara, that the said VMC/VSCDL will be for

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all matters relating to this guarantee shall deal with our bank branch located at _____ at all communication including invocation, notice of demand and such other matter deemed essential to be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provision of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

We unequivocally surrender our rights to be informed / advised give notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts at Vadodara for the purpose of any suit or action or other proceedings arising out of this guarantee.

Dated this day 20....

Yours faithfully,

For and on behalf of the Bank, (Signature)

Designation

(Address of the Bank)

Address of the Bank Branch located at Vadodara

Date: - Confirmed by:-

We hereby confirm the above Bank guarantee given by our Branch at_ and will honour the same as if it has been issued by us.

Signature & Seal

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Bank.

+ Contractors are not required to complete this form.

Note:

- This guarantee will attract stamp duty as a security bond.
- A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Annexure No. 3: POWER OF ATTORNEY***(On a non-judicial stamp paper of appropriate value duly attested by notary public)*

Know all men by these presents, we (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for _____ (the "Project"), including signing and submission of all documents and providing information/ responses to Vadodara Smart City Development Corporation Limited and representing us in all matters in connection with our bid 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 (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Bidder.

2. The mode of execution of 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 executants(s) 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.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Annexure No. 4: NO BLACKLISTING/ DEBARRMENT**

(To be submitted on the Letterhead of the Bidder/each member of the Consortium)

Date: DD / MM / YYYY

To,
Chief Executive Officer,
Vadodara Smart City Development Limited
202, Street Light Department, Khanderao Market Building
Vadodara, Gujarat- 390209

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the last date of submission of the bid.

RFP Reference No:

Dear Sir/ Madam,

I, authorized representative of _____, hereby solemnly confirm that _____ is not debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking 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, VSCDL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful Bidder.

Thanking you.

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name: Designation: Address: Telephone & Fax:

E-mail address:

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Annexure No. 5: SOLVENCY CERTIFICATE****FORM OF BANKERS CERTIFICATE FROM APPROVED BANK**

(Solvency certificate by any nationalized bank or as per list mentioned in GR of Finance Department of Govt. of Gujarat, GR. No.: EMD/10/2019/50/DMO Dated: 01/11/2019)

Date.....

This is to certify that the best of our knowledge and information that M/s. _____ having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagements up to a limit of INR _____ (INR _____ only).

This certificate is issued without any GUARANTEE or responsibility on the bank or any of its officers. This certificate shall be valid till

Signature of the Bank

NOTE:

1. Banker's certificates should be on the letter head of the Bank, sealed in cover addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure No. 6: AFFIDAVIT

To,

Chief Executive Officer,
Vadodara Smart City Development Limited
202, Street Light Department, Khanderao Market Building
Vadodara, Gujarat- 390209

{Location, Date}

Reference: VSCDL RFP No. _____ dated _____ (“RFP”)

Dear Sir/ Madam,

Over and above all our earlier confirmations and submissions as per the requirements of the RFP, I/ we hereby declare, confirm and undertake that:

1. I/We have quoted for all items as requested by VSCDL in the RFP and stand committed to deliver to the highest standards and quality as required by VSCDL to meet the timelines of the Project. My/Our bid submission is in line with the requirements of VSCDL as stated in the RFP.
2. I/ We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. I/ We are completely aware of the service level requirements and timelines specified by VSCDL and are committed to adhering to the same. I/ We have also clearly taken note of the service level requirements of VSCDL and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. I/We have gone through the bid documents and its terms and conditions and fully understood it. All the terms and conditions are acceptable to me / us.
5. I/We have clearly understood VSCDL’s requirements and wish to confirm that I/ we shall abide by the terms and conditions of the RFP.
6. I/We confirm and understand that all arithmetical totalling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to VSCDL’s discretion. I/ We also confirm and understand that for all other errors which we have made in the bid, VSCDL, for the purpose of evaluation will take the corrected amount based on the price quoted by me/ us in the price sheets but the payment of such amounts would be completely according to VSCDL’s discretion.
7. I/We confirm that I/we will provide the best of my/our resources and the people proposed by me/ us will be dedicated to VSCDL for the sake of resource continuity. Further, I/ We also confirm that VSCDL may interview the key resources proposed by me/ us and confirm its acceptability. In any event if a resource is found unfit by VSCDL I/

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we agree to change the same and provide VSCDL with a replacement within reasonable time so as to not affect the services/ Project timelines.

8. I/ We confirm and understand that VSCDL has an aggressive rollout schedule and I/ we will adhere to the rollout schedule at no additional cost/burden to VSCDL.
9. I/We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of VSCDL.
10. I/We confirm that the prices and values quoted by me/ us encompass the complete scope of the Project and I/ we will ensure that the quality of deliverables for the Project is not affected due to any pricing pressures.
11. There has been no conviction by a Court of Law or indictment / adverse order by a regulatory authority for a grave offence against me/ us. It is further certified that there is no investigation pending against me/us or the CEO, Directors/ Manager/ key employees of my/ our concern.
12. That the decision of VSCDL will be final and undisputable in accepting a rejection my / our offer.
13. That the self-certified information given in the bid document is fully true and authentic.
14. That:
 - a) Bank Guarantee/Demand Draft deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b) Information regarding financial qualification and annual turn-over is correct.
 - c) Information regarding various physical qualifications is correct.
15. No close relative of the undersigned and our firm/company is working in the department.
16. We the consortium members agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract

Dated this.....by20

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This undertaking cum declaration should be provided on the non-judicial stamp paper of appropriate amount and duly notarized)

Annexure No. 7: DRAFT CONTRACT

(To be entered with successful Bidder)

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Annexure No. 8: DRAFT CONSORTIUM AGREEMENT (If Applicable)

(To be entered between the Consortium Partners jointly submitting the Bid)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of.....20...

AMONGST

1. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)³.

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- (A) Vadodara Smart City Development Limited, Government of Gujarat (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification No. dated(the “**RFP**”) for selection of bidders for.....” (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.
- (D) A consortium can have a maximum of 3 members

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

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2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Contract with the Authority and for performing all its obligations in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s would be responsible for the following obligation in the Contract for the Project

-
The other member M/s would be responsible for the following obligation in the Contract for the Project.

-
The other member M/s would be responsible for the following obligation in the Contract for the Project.

-
The Parties are together responsible for performing all its obligations in terms of the Contract for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party

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or any of its properties or assets are bound or that is otherwise applicable to such Party;
or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Contract. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature)

(Name) (Designation) (Address)

In the presence of:

1.

2.

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Notes:

1. *The mode of the execution of the Joint Bidding Agreement 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.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

JOINT VENTURE AGREEMENT (If Applicable)**Annexure-9****THE JOINT VENTURE**

- If the Tender is uploaded by a consortium/ group of firms, that is, Joint Venture (maximum two firms (Lead member + 2 other member) the sponsoring firm, shall submit complete information required in the forms pertaining to each firm in the group and state along with the Bid as to which of the firms shall have the responsibility for tendering and completion of the Contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the Contract documents. Full information and satisfactory evidence pertaining to the participation and responsibility of each member of the group of firm in the Tender shall be furnished along with the tender. A certified copy of the Joint Venture Agreement in prescribed form shall be submitted along with the Tender.

JOINT AND SEVERAL LIABILITIES

- If the Bidder constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two persons:
 - These persons shall be deemed to be Jointly and Severally liable to the Employer for the performance of the Contract.
 - These persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
 - The contractor shall not alter its composition or legal status without the Prior consent of the Employer.

JOINT VENTURE CONSORTIUM (JV)

Joint venture consortium of **Maximum Three** firms/ members/ companies, as partners shall be allowed for the works.

All the Members of the JV shall be jointly and severally responsible for this Contract. The Member of the JV holding highest stake shall be the Lead Partner. The JV shall comply with the following requirements:

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- (a) A Joint venture agreement must be submitted along with the documents in which minimum share of lead member shall have to be 60% and share of other member, individually shall not be less than 15%.
- (b) All the members of the Joint Venture firms shall have to collectively satisfy all the criteria mentioned.

Note:

In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other Contractor (other than present JV partner), the portion of the work (physically and financially) of the contractor included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.

In joint venture consortium the lead partner shall only be an Indian citizen, Indian partnership firm or Indian private/ public limited company.

The lead member shall have appropriate class of registration (as mentioned in the tender documents) with Government of Gujarat /CPWD/ Railway, Government (State/Central), Board, Corporation, and Government Undertaking /Organisations of State & Central Government and Public Sector Units equivalent to appropriate class of Gujarat State. Having the above stated criteria, such Bidder shall have to apply on or before the last date of Submission of registration documents to get himself registered in appropriate class in Government of Gujarat (R&B/WRD/GWSSB) and obtain registration before the date of finalization of regular tender procedure of particular work. The proof of application for Registration shall have to be attached with the registration documents.

- (c) The individual members who join in JV shall have to give an undertaking that they will maintain status-quo till the completion of the work, if the work is awarded to the JV Consortium, the same JV Consortium shall be maintained till the satisfactory completion of the work. This undertaking shall be submitted on Stamp paper Rs. 100. Duly signed by authorized signatory, which shall be notarized.
- (d) In case of Bidder participating as a Joint Venture, on his selection for award of contract, all the partners/members of the Joint Venture will have to sign the Contract with the Employer and will be jointly and severally liable for performance of the Contract. Award of Contract will be in the name of Joint Venture consortium which will be considered as “Legal Entity” as far as this Bid/ Contract is concerned.

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- (e) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Joint Venture which will be legally binding on all the partners;
- (f) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners;
- (g) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture and the entire execution of the Contract including Defect Liability Period;
- (h) All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the Authorization mentioned under (b) above as well as in the Bid Form and the Form of Contract Agreement (in case of a successful Bid); and,
- (i) A copy of the stamped and notarized agreement entered into by the Joint Venture partners shall be submitted with the Bid. Roles, responsibilities and financial stakes of all members of the Joint Venture consortium shall be clearly and unambiguously prescribed in the Joint Venture agreement. In case of non-prescription, the JV agreement will be declared as invalid and the bid will be treated as non-responsive.
- (j) In case of Joint Venture financial strengths of each of the JV members individually shall not be less than Minimum Qualifying Criteria worked out in proportionate to their financial stakes in the JV. In case of physical criteria, the summation of performance of each JV member shall be considered for fulfilling the criteria without considering their stake in the JV agreement.

Each JV member shall have required registration certificate, solvency certificate, project manager having 5 years experience, existence of company as per tender requirement. Each member shall satisfy these requirements separately.

- (k) The contractors participating in the name and form of a Joint Venture consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the partners, the lead partner shall also have to be defined. On award of contract to such a Joint Venture consortium, each of the

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- members of the Joint Venture consortium shall have to sign the Contract. Each member of the JV shall be jointly and severally responsible for the performance of the contract.
- (l) An original notarized copy of the agreement as prescribed entered into by the joint venture partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the joint venture and the responsibility of each member as regards planning and execution of the work.
 - (m) In case of conflict between the terms in contract agreement and the Joint Venture documents, the terms in the contract agreement shall prevail.

FORMAT OF JOINT VENTURE**JOINT VENTURE AGREEMENT****(To be notarized on stamp paper of appropriate value)**

(1) The Joint Venture agreement made and entered into at _____ (place) on _____ day of _____ (YEAR) by and between.

- a. Firm A (Name with address of the registered office)
- b. Firm B (Name with address of the registered office)

(2) Definitions: In this deed the following words and expressions shall have the meaning set out below.

- a. "The Employer" shall mean Vadodara Smart City Development Limited.
- b. "The Works" shall mean

(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.

- c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.
- d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

(3) Joint Venture (J.V):

The Parties hereto declare that they have agreed to form a Joint Venture for the purpose of submitting the pre-qualification Application/ tender document initially and then tender and if successful for the execution of the works as an integrated Joint Venture. The parties are not under this agreement entering into any permanent partnership of Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either Party the agent of the other.

(4) Witnesses : Where as Vadodara Smart City Development Limited ("Employer") has invited tenders from intending bidders and the Employer

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has permitted a group of firms (not exceeding two) forming a Joint Venture to eligible to be a bidder. And whereas _____ party of the first part and _____ party of the Second part are desirous to enter into a Joint Venture in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing _____ and whereas Parties of the first and Second part /third part(if applicable) reached understanding to submit pre-qualified/ tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

- (a) The parties do not enter into an agreement of any permanent partnership of Joint Venture to tender or undertake any Contract other than the specified above;
- (b) That the operation of this Joint Venture firm concerns and is confined to the work of _____ of Employer
- (c) The name of the Joint Venture firm for convenience and continuity shall be
- (d) The Address of Joint Venture for communication shall be as under.
- (e) The Joint Venture shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Joint Venture shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions :
 - (1) _____ firm shall be the lead company in charge of the Joint Venture for all intents and purpose.
 - (2) In case the said work is awarded to the Joint Venture, the partners of the Joint Venture will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Joint Venture with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for an on behalf of the Joint Venture,

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- (i) All the parties agree to make financial participation and to place at disposal of Joint Venture the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Joint Venture and participation shall be in proportion of, Firm –A.....%
Firm - B.....%.
 - (ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.
- (5) Internal responsibilities and liabilities:**
- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the employer for the whole work.
 - (b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the employer. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and /or omission of the concerned party.
 - (c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the employer.
 - (d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the employer or any other third party for injury, damage, loss or expenses is attributed to the breach /non-

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performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the employer.

- (e) None of parties have joined in any other Joint Venture for the said works.

(6) Responsibilities and liabilities of Joint Venture towards the employer:

- (1) Parties hereto shall be jointly and severally liable and responsible for the acts, deeds and things done or omitted to be done in respect of the execution of the contract and for any financial liability arising there from.
- (2) Parties hereto shall be jointly and severally responsible to the Employer for the execution of the works in accordance with the contract conditions;
- (3) Parties hereto shall be jointly and severally indemnify to the Employer against any claim made against the employer or any other third party for any injury, damage or loss which may be attributed to the breach of the obligations under the contract pursuant to the contract.

(7) Site management:

- (a) The execution of the work on the site will be managed by a Project Manager appointed by the Joint Venture and who will report to the _____(J.V.) the project manager shall be authorized to represent the Joint Venture on site in respect of matters arising under the contract.
- (b) The _____ (Name of the J.V.) shall be jointly and severally liable to the employer for the execution of the contract commitment in respect of the works in accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

- (a) The employer awards the contract for the work to the other Bidder.
- (b) The employer cancels the work to award the contract.
- (c) On completion of the defect liability period as stipulated in the contract agreement of the works and all the liabilities thereof are liquidated.
- (9)** No partner has right to assign any benefits, obligation of liability under the agreement to any third party without prior written consent of the other partner as well as Board

(10) Financial matter:

- (a) Bank Account in the name of the Joint Venture will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Joint Venture partners.

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- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively shall be prepared and the same shall subject to audit by a Chartered Accountant.
 - (c) None of the party shall be entitled to make any borrowing on behalf of the Joint Venture without express prior written consent of the other party.
 - (d) Bank guarantee for the application /execution of the work shall be provided jointly from a bank acceptable to the employer.
- (11) **Negotiation** : Any negotiation of agreement between the parties hereto and the employer subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.
- (12) **Legal jurisdiction:** All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at AHMEDABAD.
- (13) **Settlement of disputes:** Any dispute or differences that may arise between the Engineer-in-charge on one hand and the Contractor on the other hand regarding the Contract, meaning of effect of Contract Documents, design, drawings, specifications, estimates, rates of schedule of items or otherwise, quality of materials, workmanship employed during the execution, failure to execute the instruction of Engineer-in-charge relating to the Works, etc. shall be referred to the Chairman – VSCDL for decision. The decision of the Chairman-VSCDL/Municipal Commissioner-VMC, Vadodara will be final and binding to the Parties to this Contract.
- (14) **Insurance:**
- (a) The Joint Venture through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the employer.
 - (b) The cost of the insurance premium paid by the Joint Venture shall be borne and paid by the parties in proportion to the respective shares of work. Other

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insurance taken individually by the parties shall be fully borne by the respective parties.

(15) No change shall be made in this agreement without prior written consent of the employer and other party. However, if the employer directs the parties to make changes in the agreement so as to fulfill tender conditions the parties discuss with employer and mutually agreed such changes required to be made in the agreement.

(16) **Default and withdrawals from the Joint Venture** : In case that either party fails to observe the provision stipulated in this agreement withdrawal from the Joint Venture, Loss and/or expenses incurred by other party due to such default and /or withdrawals shall be fully compensated by the party who has defaulted.

(17) All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party. In witness whereof the parties have caused their duly authorized representatives to sign below.

Witness:

- 1 Signed for and on behalf of firm-A
- 2 Date Seal

Witness:

- 1 Signed for and on behalf of firm-B
- 2

Date Seal

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Annexure No. 10: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(If Applicable)

(To be entered between the Consortium Partners jointly submitting the Bid)

(To be executed on Stamp paper of appropriate value)

Whereas the Vadodara Smart City Development Limited, Government of Gujarat ("the Authority") has invited bids for("Project").

Whereas, _____, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary 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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s., having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, 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") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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 PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

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(Signature) (Name & Title)

For _____

(Signature) (Name & Title)

For _____ (Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

- *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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Annexure No. 11: LITIGATION DETAILS

Name of applicant/ or parties:

Bidder should provide information on any History of Litigation or arbitration or Blacklisting resulting from contracts executed in last 5 years or currently under execution:

Sr. No.	Year	Award for/ against applicant	Name of Client, cause of litigation & matter of dispute	Disputed Amount (INR)
1				
2				
3				

Note:

- (i) The Above information shall be supported with necessary documents otherwise the same shall be treated as null and void.
- (ii) If the information to be furnished in this schedule if not given and comes to the notice of Authority/PMC subsequently, this will result in disqualification of Bidder.

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Form No. 1: BIDDER INFORMATION SHEET

1.	Name of Bidder	
2.	Nationality of Bidder	
3.	Office address Telegraphic Address Telephone Number Fax Number E-mail address.	
4.	Year of Establishment	
5.	Location of Establishment	
6	Bid is submitted as a) An individual b) A proprietary firm c) A firm in partnership d) A limited Company or Corporation e) A Group of Firms / Joint Venture (if applicant is of category "f" give complete information in respect of each other). f) A Group of Companies	
7.	Attach the Organization chart showing the structure of the organization including the names of the Directors and Position of officers	
8.	Number of years of experience a) as a prime contractor (Contractor shouldering main responsibility) i) in own country ii) other countries (Specify countries) b) in a joint venture i) in own country ii) other countries (Specify countries)	
9.	For how many years has your organization been in business of Electrical Engineering works under its present name? What were your fields when your organization was established?	
9a	Whether any new fields have been added in your organization? and if so, when?	
10	Whether you were required to suspend construction for a period of more than six months continuously after the work was started? If so, give the name of project and reasons thereof.	
11	Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work)	
12	In how many of your projects penalties were imposed for delays? (Please give details)	
13	In which fields of Electrical engineering works do you claim specialization and interest?	

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14	Give details of experience related to installation fo Smart and/ or decorative Lighting projects.	
15	Give details of experience related to O & M of Street Lighting Projects.	
16	Give details of experience in operation & Maintenance of Street Lighting Projects	
17	Give details of testing laboratory, if any.	
18	In how many of your works cases of litigations have arisen?	
19	If the applicant intends to enter into a Joint Venture for the project, please give the following information otherwise state.	
	I. Name and Address of Joint Venture II. Name of Lead Firm III. Name and address of each of the partner/ member of JV IV. Indicating the responsibility of planning, construction equipment and execution of the work of each of the JV partner. V. Name and address of the bankers to the JV VI. Details regarding financial responsibility and participation (percentage share in the total) of each firm in the JV. Attach a certified copy of the JV (in prescribed Performa)	

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Form No 2: DETAILS OF PERSONNEL

Give details of key Technical and Administrative Personnel who could be assigned the work in the following Proforma.

A)	1) 2) 3)	Details of the Board of Directors Name of the Director Address Organization of the Board of Director		
B)	1) 2) 3) 4) 5) 6) 7)	Key Technical and administrative Personnel and Consultants Individual's Name Professional Qualification Present position in the firm Professional experience and details of works carried out No. of years worked with the applicant. Languages known Additional information		
(C)	Key Technical, Administrative Personnel			
	Sr. No.	Key Personnel	Nos.	Professional Years of Experience
	1.	Project Manager		
	2.	Electrical Engineer		
	3.	Electrical Supervisor		
	4.	Technical Assistant		
	5.	Soft Engineer for Integration		
(D)		Skilled and other labor (indicate number category wise) 1) Skilled labor 2) Other labor		

Signature of Bidder

Note: In case the bidder is a consortium separate form shall be filled for each of the bidders.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Form No. 3: ADDITIONAL DETAILS OF BIDDER**

- Bidder should provide the following information regarding the facilities available with the members of the consortium & MoU Partner:

Name of Applicant:

1. Testing Lab with its photographs/movie clip of the shop floor.
2. Summary sheet of the technical staff.
3. Minimum Three Movie clips for the previously executed similar nature of work with the details of work for which the movie clips have been provided. The details like client name/Name of the organizations, location, period of execution, nos. of luminaires have been commissioned, etc.
4. Technical Catalogue related to the items defined in the project.
5. List of Offices in India the Applicant will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the Employers requirements. A separate Form - 3 will be prepared for each item of equipment proposed by the Applicant. For each item of equipment, the applicant should attach a copy of ownership certificate or lease agreement.
6. Copies of ISO 9001:14001 Certificates (If applicable).

Signature of Bidder

Note: In case the Bidder is a consortium separate form shall be filled for each of the Bidder

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Form No. 4: INFORMATION RELATING TO FINANCIAL CRITERIA

Name of Applicant

All applicants are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed.

Applicants should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Annual turnover data for the last three financial years i.e. to (Rs. In lacs)

Year	Turnover	Annual income from contracting	Annual income from other sources
2012-13			
2013-14			
2014-15			
2015-16			
2016-17			
2017-18			
2018-19			

Average Annual Financial Turn over = Cumulative Annual turnover of last (3) three financial year = INR _____

3

Note:

The declared figures as mentioned above shall be supported with balance sheet certified by Chartered Accountant and duly notarized for the respective financial year.

The Bidder/ its Associate / constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with the RFP.

The financial statements shall:

- a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
- b. be audited by a statutory auditor;
- c. be complete, including all notes to the financial statements; and Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- d. A 10% escalation to adjust turnover of previous years is allowed

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Form No. 5: FINANCIAL DATA

1)	Name of Firm		
2)	Name of Partner / Director		
3)	Capital (a) Authorized (b) Issued and paid up		
4)	Furnish Balance sheet and profit and loss statement with Auditor's Reports and Income Tax assessment orders for last Seven (3) financial years. It should, interlaid include the following information i) Working Capital ii) Foreign Investment iii) Turnover for the last seven (3) financial year, the contract receipts for Electrical Engineering works (Furnish reference page number to balance sheet attached)		
Sr. No.	Year	Turnover (Rs in Crores)	Reference page No. to balance sheet or other documents
(I)	2012-2013		
(II)	2013-2014		
(III)	2014-2015		
(IV)	2015-2016		
(V)	2016-2017		
(VI)	2017-2018		
(VII)	2018-2019		
GROSS INCOME IN THE LAST SEVEN (7) FINANCIAL YEAR			
Sr. No.	Year	Gross Income (Rs in Crores)	Reference page No. to balance sheet or other documents
(I)	2012-2013		
(II)	2013-2014		
(III)	2014-2015		
(IV)	2015-2016		
(V)	2016-2017		
(VI)	2017-2018		
(VII)	2018-2019		
5.	Maximum gross income from contract works during last seven (7) financial year		
6.	What is the maximum cost of the project that has been handled? (Please give		

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	details)	
7.	Have you ever been denied tendering facilities by any Government / Government Undertaking Organisations / Public sector under taking etc.? (If Yes, Please give details)	
8.	List your sources of finance	
9	Amount of financial soundness certified by Bank. (Attach copy of Solvency certificate)	
10.	Name and address of Bank from whom reference can be obtained	
11.	Have you ever been declared bankrupt? (If yes, please give details)	

Note:

- Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns. Attach Certificate(s) issued by any Bank or Financial Institution for available credit to the Lead partner and joint venture partner.

Signature of the Lead Member

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Form No. 6: LIST OF WORKS ALREADY COMPLETED BY THE BIDDER

Sr. No.	Name of work	Place/ Dist ./ State	Tendered amount Rs. In Lac	Cost on completion Rs. In lac	Date of starting	Original time limit in months	Extended time limit in months	Time taken in month to complete the work	Actual date of completion	Reason for delay in completion	Remarks
1.	2.	2a.	3.	4	5a	5b.	5c.	5d.	5e	6	7

Signature of the Lead Member**Note:**

Necessary completion certificate showing the year wise breakup of amount of work done from concerned officers shall be attached with the tender.

Information of the works done during last 7 financial years i.e. from year 2012-13 to year 2018-2019 & upto one month prior to last date of submission of the bid

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Form No. 7: DETAILS OF WORKS ON HAND WITH BIDDER

Work performance and Value of the existing commitments (Work on Hand) as on the date of bid submission for works (complete or partial) to be completed in the next One Year. (In separate form for each work)

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and Location	
4)	Client's Name and Address	
5)	Tendered Cost of work (Rs. in Lacs)	
6)	Brief description of works including principal features and quantity of main items.	
7)	Details of work on hand i) Date of Starting ii) Percentage of Physical completion iii) Amount billed for the work completed iv) Cost of work remaining to be executed v) Stipulated date of completion vi) Anticipated date of completion.	
8)	Name of Applicant's Engineer - in - Charge with Professional Qualification.	
9)	Explain for non-completion of work within stipulated time limit if so.	
10)	Whether any Penalties / Fine / Stop notice / Compensation/ Liquidated Damages imposed? (Yes or No), (If Yes, give amount and explanation)	
11)	Details of Litigation / Arbitration cases, if any pertaining to on-going works.	
12)	Attach Client's certificate for the details furnished in the Form-3A/ Form-11 (Not below the rank of Executive Engineer or equivalent).	

Signature of the Lead Member**Note:**

Necessary certificates showing the year wise breakup of amount of work done from the officer concerned shall be attached with the tender.

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Form No. 8: BIDDER'S EXPERIENCE (SIMILAR NATURE)

Give details of the similar type of work completed during last seven (7) financial year from i.e. year 2012-2013 to year 2018-2019 & up to one month prior to last date of submission of the bid in the following Proforma (Separate form for each work)

1)	Name of Work	
2)	Agreement No. & Date	
3)	Country and location	
4)	Client's Name and Address	
5)	Total Tendered cost of work (Rs. in Lac)	
6)	Cost of completed work	
7)	Brief description of works including principal features and quantity of main items.	
8)	Annual achievement (duly supported by certificate from Engineer In -Charge) (a) Of key quantities, total physical output of last seven (7) financial year (Separately for each item) (For EPC contract for Electrical Projects/ Similar works) (b) Financial Output in Rupees (Cost of Work) (Including cost of materials supplied by the client)	
9)	Period of completion (a) Originally stipulated time limit. (b) Date of starting (c) Stipulated date of completion (d) Extended time limit if any, Actual time taken to complete the work. Reasons for non completion of work in stipulated time limit / extended time limit if so. (e) Actual Cost of Work Done	
10)	Name of applicant's Engineer - in -charge of the work and his educational qualification	
11)	Were there any Penalties/ Fines / Stop notice / Compensation / Liquidated Damage imposed? (Yes or No. If yes, give case wise details)	
12)	Give the details of Annual Financial Performance and your experience in execution in outdoor street lighting works.	

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13)	Details of Litigation / Arbitration cases, if any pertaining to work completed.	
14)	Attach Client's certificate in Form-3A (Not below the rank of Executive Engineer or equivalent)	

Signature of the Lead Member

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Form No. 11: PERSONNEL/STAFF PROPOSED FOR THE PROJECT

Name of Applicant

For specific positions essential to contract implementation, applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form -14 for each candidate.

1.	Title of position: Project Manager
	Name of prime candidate:
	Name of alternate candidate:
2.	Title of position: Software Engineer
	Name of prime candidate
	Name of alternate candidate
3.	Title of position: Operation Manager
	Name of prime candidate
	Name of alternate candidate
4.	Title of position: Procurement Engineer
	Name of prime candidate
	Name of alternate candidate
5	Title of position: Electrical Engineer
	Name of prime candidate
	Name of alternate candidate
4.	Title of position: Civil Engineer
	Name of prime candidate
	Name of alternate candidate

Note: Attach **Manning (Personnel) Schedule** stating each personnel's roles and responsibility for work to be carried out for the project.

VSCDL: RFP for Smart LED Street Lighting System in Vadodara (Third Attempt)**Form No. 12: PROPOSED SITE ORGANIZATION & MANAGEMENT**

Name of Applicant

- A. Preliminary Site Organization Chart at HO level & at field level:
- B. Narrative Description of Site Organization & Project Management Chart
- C. Description of Relationship between Head Office and Site Management¹
- D. Description of Approach & Methodology to carried out work of this project.

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Form No. 13: WORK COMPLETED/ IN PROGRESS BY THE CONTRACTOR

1. Name of Contractor :
2. Name of Work :
3. Estimated Cost Of Work Put To Tender :
4. Tendered Amount :
5. Date of starting of the work :
6. Date of completion of the work :
(As per contract agreement)
7. Actual Date of Completion of Work :
8. Amount of work done upto :
9. Brief history of the work :

Sr. No.	Particular	Unit	Qty.

- 10 State whether details as above given by the contractor correct, if not as to what is the correct information. :
- 11 State whether the contractor has executed the work in progress satisfactory as per specification/ has completed the work, satisfaction, if any give the correct position of the work. :

Signature of the Lead Member

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Form No. 14: “Assured Equipment Supply Declaration”

In the interest of timely completion of the Project, after discussions and getting assurance from the manufacturer, the following schedule for Critical Equipment Supplies is proposed in order to meet the milestones and desire target of the Projects.

Name of the Equipment Supply Firm	Location of Manufacturing Unit	Name of Equipment		Quantity (In Nos./ Sets)	Assured date of delivery at site (zero date starts from date of work order)
		Model	Capacity		

Total number of days for supply of equipment shall be ____ days from the date of work order. We hereby declare that the supply of equipment for the Project will be ensured by us (within ____ days) as per the abovementioned schedule. We are aware, that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non-fulfillment of assured supply of Equipment.

We hereby commit to ensure supply of spares for a period of 10 years to VSCDL (Vadodara Smart City Development Limited) from the date of commissioning of the equipment even if the manufacturing of the specified equipment is discontinued by the us.

Authorised Signatory of the Contractor**Authorised Signatory of the Manufacturer**

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Form No. 15: MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as MoU made on ___ Day _____(month and year) at _____ by and between.

(Name and Company with address) _____, represented by _____ Authorized Signatory, which expression shall unless repugnant to the subject or context include its administrators, Successors and assigns.

(Name of Bidder with Address) _____, represented by _____ (Authorized Signatory), which expression shall unless repugnant to the subject or context includes its administrator, successor and assigns

Hereinafter referred to as "Parties" in the collective sense and each of which is referred to as " _____ (Name of Equipment Manufacturer)" & " _____ (Name of Bidder)" in the individual sense.

WHEREAS VSCDL (hereinafter referred to as Employer) has invited tender (hereinafter referred to as the ("project") for the following work:

Name of Project: _____

WHEREAS if the said project is awarded to " _____"(Name of Bidder) to execute the said project and it would also need _____ Equipment and we the " _____"(Name of Bidder) hereby enter into this MoU with " _____(Name of OEM 1) and with _____ (Name of OEM 2)" for timely execution of _____ (Equipment1) and _____ (Equipment 2) as per "Form 14. Assured Equipment Supply Declaration" attached herewith and as per the tender conditions.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MOU on the day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other party. However, If the Employer direct the parties to make changes in MOU agreement so as to fulfil the tender condition/requirement, the parties shall discuss with the employer and shall mutually agree for such changes as may be required to be made in the agreement.

In the interest of timely completion of the project, after discussion and getting assurance from manufacture of _____ equipment, the following schedule for _____ equipment supply is proposed in order to meet the milestones and desired target of the projects.

Total number of days for supply of Equipment shall be _____ days from the date of work order. We hereby declare that the supply of Equipment for the Project will be ensured by us (within _____ days) as per the above mentioned schedule. We are aware that, in case the above schedule is not met with by us, we shall be liable for paying the Liquidated damages as prescribed in the tender documents for non-fulfilment of assured supply of Equipment.

For, (Name of Bidder)

For, (Name of Equipment Manufacturer)

Authorised Signatory

Authorised Signatory

Encl.: Form 14 - Assured Equipment Supply Declaration

Note : Attach separate Form 14 for multiple OEMs and LMS Software (as applicable).

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Form No. 16: CHECKLIST

Sr. No.	Description	Remarks
1.	Tender Fee	Rs. D.D.No.: Bank:
2.	2% E.M.D. (Demand Draft / Bank Guarantee)	Rs. D.D.No/B.G.No. Bank:
3.	Original Legal & Stable Power of attorney.	
4.	The Tenderer must have registered in appropriate class for Electrical Category either with Vadodara Municipal Corporation, Central/State/ PWD/ M.E.S./Semi Govt. organizations.	
5.	Electrical Contractor License	Up to Year _____ Issuing Authority____
6.	Valid Solvency certificate	Bank Validity Amount
7.	All documents as stated in Qualification Criteria on Pg. 68 – 72.	
8.	Tenderer should have carried out single similar nature job works during last 7 years a)40% of estimated amount X 3 works b)50% of estimated amount X 2 works c)80%of estimated amount X 1 work	a) b) c) Continue.....
9.	Organization setup / Staff Details.	
10.	Provident Fund, ESIC & GST Registration.	
11.	Last receipt of Provident Fund, ESIC & GST	
12.	List of work on hand along with supporting documents.	
13.	List of recent job carried out	
14.	Tax statement of IT – Form 26AS for the last three years	
15.	Audited balance sheet for last three years duly attested by C.A.	