

## SELECTION OF IMPLEMENTING AGENCY FOR ENERGY EFFICIENT STREET LIGHTING ON PILOT BASIS



## REQUEST FOR PROPOSAL

**Issued by**

Smart Kalyan Dombivli Development Corporation Ltd.

**Tender ID**

SKDCL/06/2019-20

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## Disclaimer

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- The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Smart Kalyan Dombivili Development Corporation Limited (henceforth referred to as “**SKDCL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SKDCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the CEO, SKDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.
- Information provided in this Tender document to the Bidder 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. SKDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.
- SKDCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness 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 in this Selection Process.
- SKDCL 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. SKDCL may in its absolute discretion, can amend or supplement the information in this RFP.
- SKDCL or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
- The issue of this Tender document does not imply that SKDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and SKDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The tender Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by SKDCL to give any information or to make any representation not contained in the tender Document

- 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 SKDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SKDCL 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 for submission of the Bid, regardless of the conduct or outcome of the Selection process.

## 1 List of Abbreviations

AMC	Annual Maintenance Contract
APIs	Application Program Interfaces
BEE	Bureau of Energy Efficiency
BIS	Bureau of Indian Standards
BPR	Business Process Reengineering
CAGR	Compounded Annual Growth Rate
CAPEX	Capital Expenditure
CCMS	Central Command & Control Management System
CFL	Compact Fluorescent Lamp
CPSUs	Central Public Sector Undertakings
CRI	Color Rendering Index
DEA	Department of Economic Affairs
DPR	Detailed Project Report
DSR	District Schedule of Rates
ECP 2017	Energy Conservation Policy of GoM, 2017
EESL	Energy Efficiency Services Limited
EPC	Energy Performance Contract
ESCO	Energy Service Company
FRS	Functional Requirement Specifications
GIS	Geographical Information System
GoI	Government of India
GoM	Government of Maharashtra
GR	Government Resolution
HID	High Intensity Discharge (lamps)
HLD	High Level Design
HPSV	High Pressure Sodium Vapor (lamps)
HRMS	Human Resource Management System
ICCC	Integrated Command and Control Centre
ICT	Information & Communication Technology
IE&LD	Industries, Energy & Labor Department
IGEA	Investment Grade Energy Audit
ILMS	Industrial Load Management System
IoT	Internet of Things
IP66 rated lamps	Ingress Protection 66, meaning lamps which are totally protected from dust and high pressure water jets.
IRR	Internal Rate of Return
IT	Information Technology
JV	Joint Venture
KDMC	Kalyan Dombivli Municipal Corporation
kWh	kilowatt hour
LED	Light Emitting Diode (lamps)
LLD	Low Level Design
MAHADISCOM	Maharashtra State Electricity Distribution Co. Ltd
MCA	Ministry of Corporate Affairs
MCB	Miniature Circuit Breaker
MCCB	Molded Case Circuit Breaker
MERC	Maharashtra Electricity Regulatory Commission
MoF	Ministry of Finance

MoP	Ministry of Power, Government of India
MoU	Memorandum of Understanding
MoHUA	Ministry of Housing and Urban Development, Government of India
MS	Mild Steel
NABL	National Accreditation Board for Testing and Calibration Laboratories
NLC	National Lighting Code
NMEEE	National Mission for Enhanced Energy Efficiency
NTPC	National Thermal Power Corporation Limited
O&M	Operations & Maintenance
OCM	Organization Change Management
OEM	Original Equipment Manufacturer
OPEX	Operational Expenses
PFC	Finance Corporation Limited
PGCIL	Power Grid Corporation of India Limited Power
PLC	Programmable Logic Controller
PMC	Project Management Consultancy
PPP	Public Private Partnership
QCBS	Quality- and Cost-Based Selection
REC	Rural Electrification Corporation
RoC	Registrar of Companies
RoE	Return on Equity
SAP	Systems, Applications, Products in data processing
SCM	Smart City Mission
SKDCL	Smart Kalyan Dombivli Development Corporation Limited
SOP	Standard Operating Procedures
SoW	Scope of Work
SPV	Special Purpose Vehicle
TPN	Triple Pole + Neutral Protection (in light controls)
UDD	Urban Development Department, GoM
ULBs	Urban Local Bodies



## **2 Structure of RFP**

Following are the broad areas covered in this RFP:

### **Instructions to Bidders**

- a. Introduction and Background of the project
- b. Qualification Criteria(s) for the Bidders
- c. Instructions to Bidders
- d. General Terms and Conditions of the Bid
- e. Evaluation Process
- f. Delivery Milestones and Payment schedule
- g. Service Level Agreements (SLA)
- h. Bid Submission Formats

### **Scope of work**

- a. Summary of the Scope of Work
- b. Functional & Technical Specifications

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidders' suitability to be selected. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the tender documents. Failure to furnish all information required as mentioned in the tender documents or submission of a proposal not responsive to the tender documents in every respect will be at the Bidders risk and may result in rejection of the proposal.

The whole project is required to be completed and maintained by the bidder. Accordingly, bidder is understood to have assessed and quoted for all the items required for successful completion of the Project. It will be the responsibility of the bidder to provide such items on free of cost basis, which are not quoted in the bid but otherwise required at the time of installation for completion and successful commissioning of the project.

### 3 Bid Control Sheet

#	Information	Details
1.	Project Name/ Name of Work	Selection of Implementing Agency for Energy Efficient Street Lighting On Pilot Basis
2.	Tender Inviting Agency	Smart Kalyan Dombivili Development Corporation Limited (hereafter also referred as SKDCL)
3.	RFP Reference No.	SKDCL/06/2019-20
4.	Availability of RFP Documents	RFP document can be downloaded from the website of <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a>
5.	Non Refundable Tender Cost	INR 5,900/- (Rs. 5,000/- + 18% GST) To be paid through online payment mode only
6.	Date of Issuance of RFP	21 <sup>st</sup> August 2019
7.	Last Date for Submission of Pre-Bid Queries	26 <sup>th</sup> August 2019, 14:00 hrs
8.	Pre-Bid Meeting Time, Date and Venue	27 <sup>th</sup> August 2019, 15:00 hrs onwards 3 <sup>rd</sup> Floor, SKDCL Office, Sarvoday Mall, Opp. APMC Market, Kalyan (West).
9.	Mode of Submission of RFP	Online* The detailed information regarding the submission can be obtained from the website: <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a> . **Physical submission for EMD and Power of Attorney (physical hard copy submission) as mentioned in this RFP
10.	Earnest Money Deposit	Rs. 1.00 Lakh (Rupee One Lakhs only), in the form of Bank Guarantee / Demand Draft issued by a Scheduled Bank and drawn in favour of SKDCL, payable at Mumbai valid for 6 months from the date of submission of bid
11.	Submission of EMD and Power of Attorney (physical hard copy submission)	Bidder shall submit the original signed hard copy of Power of Attorney along with the EMD in a sealed envelope titled "EMD & Power of Attorney" - RFP for Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis" after the last date of bid submission, and as communicated by SKDCL. Power of Attorney shall be submitted in the format provided in the Annexures. Copy of EMD and Power of Attorney also needs to be uploaded on e-procurement portal under a separate cover.
12.	Last date and time (deadline) for receipt of Bid Proposal	3 <sup>rd</sup> September 2019; 15:00 hrs
13.	Date, time and venue of opening of Technical Proposal	4 <sup>th</sup> September 2019; 15:00 hrs
14.	Date, time and venue for Technical Presentations of the qualified Bidders	To be intimated later to the qualified bidders

#	Information	Details
15.	Place, time and date of opening of Financial Proposals received in response to the tender notice	To be intimated later
16.	Bid validity period	180 days from the last date and time of submission
17.	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
18.	Language of Bid Submission	Proposals should be submitted in English only.
19.	Contact email id	<a href="mailto:smarkalyandevcorp@skdcl.in">smarkalyandevcorp@skdcl.in</a>
20.	Communication Address	Chief Executive Officer Smart Kalyan Dombivli Development Corporation Limited, Sarvodaya Mall, Opposite APMC, Kalyan West – 421301

**Note:** The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above control Sheet is further elaborated in the subsequent sections of this RFP. Information provided in the control Sheet and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

## **4 Introduction and Background of the Project**

This section contains information about SKDCL and the details of the initiatives:

### **4.1 About Kalyan-Dombivli**

KDMC, the city governing authority for the twin cities of Kalyan & Dombivli, was established during 1983. Geographical area for KDMC has gone several changes since its formation and it now includes the cities of Kalyan, Dombivli, and 27 surrounding villages.

KDMC has been structured into 10 administrative wards. Each administrative ward is headed by the ward officer who is responsible for efficient and smooth functioning of revenue collection, sanitation and implementation of certain government schemes.

KDMC has political and administrative wings. In general, political wing of KDMC comprises of the Corporation Council, the Standing Committee and the Mayor, whereas the administrative wing comprises of the Municipal Commissioner, the Deputy Municipal Commissioner, City Engineer and subordinate administrative staff.

Main duties for KDMC include planning for social and economic development, maintenance of vital statistics, grant of licenses to professions and callings, provision of basic infrastructure like water supply, drainage, sewerage, roads and services such as solid waste management, fire-fighting, street lights, education and primary healthcare. Besides this, the KDMC also provides several discretionary services that include provision of local transport service, construction and maintenance of swimming pool, auditorium, and a stadium.

### **4.2 Introduction of SKDCL**

Government of India (GoI), through Ministry of Housing and Urban Development (MoHUA) launched Smart City Mission to develop 100 cities throughout the country as Smart Cities and KDMC has been selected as one of the Smart Cities by the MoHUA. According to the guidelines, a Special Purpose Vehicle (SPV) needs to be established by the selected Smart Cities under the Company's Act 2013, for implementation of Smart City Mission. The SPV will plan, apprise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City projects for the area under KDMC in accordance with Smart City Mission of the GoI and State Government.

KDMC established an SPV, a public limited Joint Venture (JV) between KDMC and Government of Maharashtra (GoM), under the Section 66(A) and 66 (41A) of Maharashtra Municipal Corporation Act of 1949, named as "Smart Kalyan- Dombivli Development Corporation Ltd." The Company is registered with the Registrar of Companies (RoC), Ministry of Corporate Affairs (MCA) under the provisions of the Company Act 2013. The SPV includes Board of Directors headed by a Chairman. This SPV shall carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

### **4.3 About Pilot Project**

Ministry of Housing and Urban Affairs (MoHUA), Government of India (GOI), launched Smart City Mission to develop 100 cities throughout the country as Smart Cities and the Kalyan-Dombivli Municipal Corporation (KDMC) had been selected as one of the Smart Cities by the MoHUA.

As a part of the Smart City Project, KDMC is desirous of replacing the existing Streetlights in ABD and Pan Area of approx. 517 km in Kalyan-Dombivli with suitable Smart LED technology which will have the advantages of energy saving due to high current luminous efficiency, Dimming, low maintenance cost, high Color Rendering Index (CRI), rapid start up speed, reduction in light pollution and long working life. Initially, on pilot basis, 161 street lights will be replaced with Smart LED Street Light technology.

***The project is on pilot basis, for six months, demonstrating the overall impact of using LED street lights, with individual controllers and dimming function. Based on the results of the pilot implementation, city wide replication of this project is expected in near future.***

***Implementing Agency is expected to replace the existing HPSVs, in specified areas / streets and numbers; by LED street lights + 3 meter of connecting cable only. Each fixture should be with built in individual controllers and dimming facility. It would be equipped with suitable communication devices, for communicating with the Centralized Light Management Software. Any other tasks, such as, Street Light poles, junction boxes etc., would be out of scope of the selected Implementing Agency.***

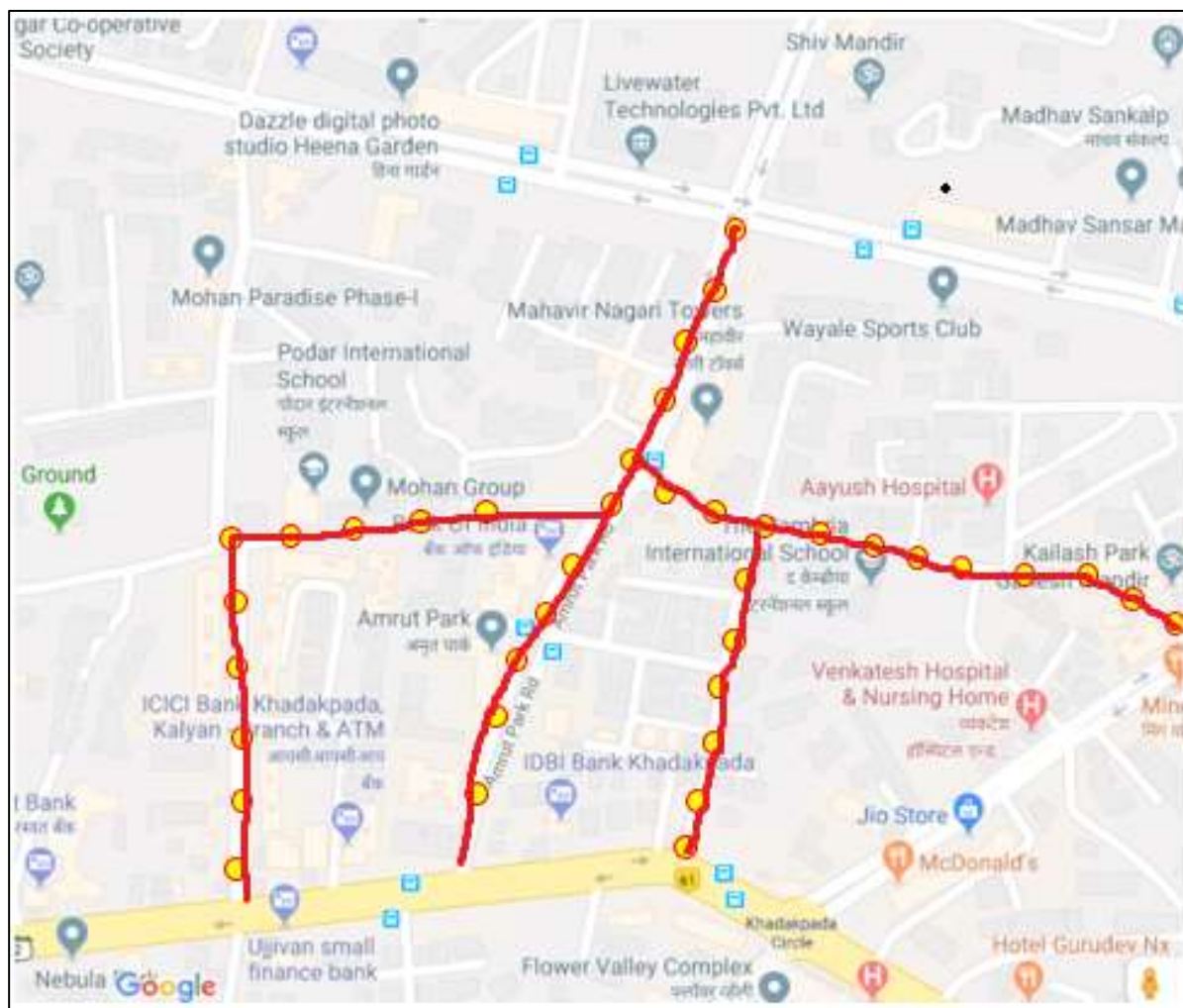
***During pilot implementation phase of six months, selected Implementing Agency would need to demonstrate Web based Lighting Management software, on subscription basis. It will be a cloud based arrangement to ensure 100% guarantee of the data transmission and real time data storage and archived data for 12 Months. Cyber security, safe database management, data retrieval and trouble free operation of software and allied systems (24\*7) to be ensured. The Successful Bidder will manage (warranty, operation, maintenance, web-based portal, communication charges) the installed system for the contract period. The features proposed for lighting management software is indicative. After the contract period of six months, Implementing Agency would need to facilitate integration / migration of the system on to facilities, which would get procured through the city wide project.***

***Go – Live stage of the pilot project is aimed at 2<sup>nd</sup> October 2019. Selected AI would need to reach the go -live within 20 days from the receipt of Work Order. Accordingly, selected IA is expected to strictly follow all time lines.***

Details of the number and type of existing street lights fittings to be replaced during this pilot project, are listed below.

Area	Total Count		
	150W existing HPSV (To be replaced by 90W LEDs with individual controllers and dimming function)	250W existing HPSV (To be replaced by 120W LEDs with individual controllers and dimming function)	Total
Gandharnagar Khadakpada	25	-	25
Radhanagar/ Waylenagar	35	-	35
Madhav Sansar Amrutpark Gokulnagari	-	36	36
Shankeswar Kiran Waylenagar	4	61	65
<b>Total</b>	<b>64</b>	<b>97</b>	<b>161</b>

Illustrative map of locations is given below, and bidders are advised to make their own arrangements for inspections, if necessary.



## 5 Qualification Criteria

#	Eligibility Criteria	Document Proof
1	<p>The IA (Sole Bidder or the Lead Bidder of consortium) should be:</p> <ul style="list-style-type: none"> <li>A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto.</li> <li>Registered with GST Authorities in India</li> <li>Should have been operating for the last Five years in India as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions).</li> </ul> <p>In case of consortium, other consortium members should be :</p> <ul style="list-style-type: none"> <li>A company incorporated in India under the Companies Act, 1956 / 2013 or A Global Company registered in the respective parent country. <i>Global firms, not registered in India, would be required to register and open their office in India within 90 days of the issue of the Letter of Intent.</i></li> <li>Should have been operating for the last five years as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions)</li> </ul> <p><b>Maximum three companies shall be allowed in a consortium</b> including the Lead Member.</p>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation</li> <li>Copy of PAN</li> <li>Copy of Registration Certificates with the GST Authorities</li> <li>Copy of purchase orders showing at least 5 years of operations OR Certified true copy of balance sheet and P&amp;L statements for last 5 years</li> <li>Consortium agreement clearly stating the roles and responsibilities of each member</li> </ul>
2	<p><b><u>In case of Sole Bidder</u></b></p> <ul style="list-style-type: none"> <li>The <b>Sole Bidder</b> should have an average annual turnover of minimum INR 95.00 Lakh in LED street lighting business for the last three audited financial years.</li> </ul> <p><b><u>In Case of Consortium</u></b></p> <ul style="list-style-type: none"> <li>The <b>Lead Bidder</b> of the consortium should have an average annual turnover of minimum INR 95.00 Lakh from Street lighting business for the last three audited financial years.</li> <li>At least one of the consortium members should have an average annual turnover of minimum INR 50 Lakh in LED street lighting business for the last three audited financial years.</li> </ul>	<p><b>The Sole Bidder or the Lead Bidder along with Consortium Partners:</b></p> <ol style="list-style-type: none"> <li>Financial statements for the last three audited financial years</li> <li>Certificate from the CA/Statutory Auditor on turnover details from the lighting business areas over the last three (3) audited financial years</li> </ol>
3	<p>The Sole Bidder or all the consortium members should have positive net-worth as per the last audited FY.</p>	<p>Certificate from the CA/Statutory Auditor on net worth, per the last audited FY.</p>



#	Eligibility Criteria	Document Proof
4	<p>The Sole Bidder or any of the consortium member should submit:</p> <p>LM 79 test reports for proposed LED street lights from NABL accredited laboratory</p> <p>and</p> <p>LM 80 report from proposed LED manufacturer</p> <p>and</p> <p>BIS Certification</p>	Valid Report
5	<ol style="list-style-type: none"> <li>1. The Sole Bidder or all members of its consortium put together should have successfully supplied, installed and commissioned one Street Lighting project in at least 1 city / ULB of cost not less than Rs. 50 Lakhs in last 5 (Five) years starting from 1<sup>st</sup> Aug 2014 to 31<sup>st</sup> Aug 2019. The date of work order and date of completion as mentioned in certificate must fall in between above time period.</li> <li>2. The bidder should have at least three year experience (up to the date of publication of this RFP) of supply / implementation of LED Street light project with individual monitoring and controls of at least 50 lighting fixtures in urban area.</li> </ol>	<p><b>Sole Bidder or Lead Member of Consortium:</b></p> <ol style="list-style-type: none"> <li>1. Work order signed by Competent Authority.</li> <li>2. Completion Certificate signed by Competent Authority.</li> </ol>
6	The Sole bidder or each of the consortium member, in case of a Consortium, should not have been black-listed by any Central / State Government Department / Smart City SPV in India as on bid submission date.	Self-declaration by the Bidder (all the members of the Consortium individually, in case the Bidder is a consortium) duly signed by the authorized signatory on Non – judicial stamp paper of INR 100/- (Refer format given in Annexure)

**Notes:**

1. The bidder interested in performing the work has to qualify in the qualification criteria. The proposal failing to meet all the eligibility criteria mentioned above shall be disqualified.
2. The Lead bidder or the Consortium member of a bid cannot be part of multiple bids. Only an OEM / Product Company can be part of multiple consortiums (if the firm is not participating as a Lead Bidder), if bidding ONLY as the Solution / Product provider for the respective Product / Solution.
3. In case of any change in eligibility criteria during bidding stage, it is bidder's responsibility (all consortium partners in case of consortium) to bring any change to SKDCL notice if there is a change in the status of the bidder during bidding stage, with reference to any of the above mentioned criteria for eligibility.
4. Experience of the parent firm (in case bidder firm is a 100% subsidiary of the parent firm) or experience of the 100% subsidiary firm (if parent firm is applying for the bid) shall be considered. However, in such case the authorized signatory of corresponding firm(s), whose experience is being considered, should submit certificate to transfer knowhow to the bidder firm as and when required.



5. Even though the tenderer satisfies the eligibility criteria, they are likely to be disqualified if they:
- Make untrue or false representation in the forms, statements and attachments furnished in response to above clause and or having
  - Records of poor performance such as abandoning of works, not properly completing contracts or financial failure etc.

## **6 Instructions to Bidder**

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contract. It is important that the Bidder carefully reads and examines the tender document.

### **6.1 Purpose of Bid Document**

1. The purpose of this tender is to select Implementing Agency for Energy Efficient Street Lighting on Pilot Basis, in selected areas / streets at Kalyan-Dombivili City. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Bidder") in response to this invitation. The term "Bidder" means the Sole Firm or the Lead Bidder, as the case may be.
3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

### **6.2 General**

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender may wish to consult their own legal advisers in relation to this tender.
2. All information supplied by the successful bidder may be treated as contractually binding on the bidder after successful award of the assignment is made on the basis of this tender.
3. 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 SKDCL.
4. SKDCL may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of SKDCL.
5. Proposals must be submitted online ONLY.
6. No oral conversations or agreements with any official, agent, or employee of SKDCL shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any port, agency, official or employee of SKDCL shall be superseded by the definitive agreement that results from this tender process.
7. Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against SKDCL or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
8. All proposals and accompanying documentation of the Technical proposal will become the property of SKDCL and will not be returned after opening of the technical proposals.
9. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

### **6.3 Sub-Contracting**

1. No sub-contracting shall be allowed except for the tasks/areas mentioned below:
  - 1.1. Lux level survey for all pole locations
  - 1.2. Building Infrastructure (Civil Work, if required)

- 1.3. Establishment of passive components of network infrastructure
- 1.4. Call Centre services
- 1.5. Cabling and fixtures work, electric work during implementation
- 1.6. FMS staff for Non-IT support during post implementation
- 1.7. Manpower for command and control centre during post implementation, if applicable

Sub-contracting would need to adhere to the following conditions:

1. All sub-contracting shall be signed contracts, entered by the bidder (lead bidder in case of consortium) with the concerned parties.
2. Any changes in sub-contractors must be approved by SKDCL prior to conclusion of any contract between the bidder and the sub-contractor.
3. SKDCL retains the right to request discontinuation of sub-contracting of activities, if the work being carried out is not as specified in the RFP.
4. SKDCL reserves its right to subject the sub-contractors to security clearances, as it deems necessary.
5. Sub-contracting shall not dilute the responsibility and liability of the bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. by its sub-contracted vendor.
6. Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders are encouraged to earmark a minimum of 20% of such contract for procuring goods and services from MSMEs. The procurement through MSMEs should be in line with latest procurement policy order released by Ministry of Micro, Small and Medium Enterprises (MSMEs).

#### **6.4 Contacting SKDCL**

1. No Bidders shall contact the SKDCL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
2. If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.

#### **6.5 Right to Terminate the Process**

1. SKDCL reserves the right to terminate the tender process at any time and without assigning any reason. SKDCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This tender does not constitute an offer by SKDCL. The bidder's participation in this process may result in SKDCL selecting the bidders to engage towards execution of the contract.

#### **6.6 Bidder Registration and Instructions**

1. Bidders have to firstly register into the e-tendering portal- [www.mahatenders.gov.in](http://www.mahatenders.gov.in).
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by SKDCL.

## **6.7 Site Visit and verification of information**

1. Bidders are encouraged to submit their respective Bids after doing a thorough survey of project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
2. It shall be deemed that by submitting the Bid, the Bidder has:
  - 2.1. made a complete and careful examination of the Bidding Documents;
  - 2.2. received all relevant information received from SKDCL;
  - 2.3. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SKDCL relating to any of the matters;
  - 2.4. Agreed to be bound by the undertakings provided by it under and in terms hereof

The SKDCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the SKDCL. It is the sole responsibility of the Bidder to ascertain the accuracy of the data provided by SKDCL.

## **6.8 Proposal Preparation Cost**

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, attending meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SKDCL to facilitate the evaluation process, or all such activities related to the bid process. SKDCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **6.9 Tender Fee**

1. The RFP document to participate in the e-tender shall be available for downloading as per the timeline mentioned in the control sheet and can be downloaded from the website URL mentioned in the control Sheet. The RFP document shall not be available for download on or after its submission/closing date.
2. An amount as specified in the Bid Control Sheet is to be paid by bidder on the e-tendering portal through an online payment mode only towards Tender Fee.

## **6.10 Earnest Money Deposit (EMD)**

1. Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD), as mentioned in Bid Control sheet through Bank Guarantee / Demand Draft of any Scheduled Bank drawn in favour of SKDCL, valid for 180 (One hundred and eighty days) from the date of submission. Physical copy of original EMD needs to be submitted prior to bid submission deadline as mentioned in the data sheet.
2. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 90 days after Signing of the Contract with the Selected IA. No interest shall be paid by SKDCL on the EMD.
3. The EMD may be forfeited:
  - 3.1. If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
  - 3.2. In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time;
  - 3.3. 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.

- 3.4. Deliberate attempts by the bidder to share wrong information / manipulate information / hide the facts
4. The EMD of successful bidder shall be returned upon the execution of the contract upon furnishing the Bank Guarantee/Security Deposit. No interest shall be paid by the purchaser on the EMD.

### 6.11 Pre-Bid Meeting & Clarifications

1. SKDCL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in control sheet. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification / seek additional information necessary for them to submit their bid.
2. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned in control sheet via email. The queries of only those bidders would be considered who shall send the same across e-mail ID's as indicated. The bidder shall only submit excel format for raising pre-bid queries. No scanned copies shall be accepted for the same.
3. It is necessary that the pre-bid queries must be submitted in spreadsheet format, along with name and details of the organization submitting the queries as mentioned below. In no event SKDCL will be responsible for ensuring that bidders' inquiries have been received by SKDCL.

Sr. No.	RFP Document Reference		Content of the RFP requiring clarification	Clarification Sought
	Section No.	Page No.		
1				
2				
...				

4. Any clarification regarding the tender document and any other item related to this project can be submitted to SKDCL as per the submission mode and timelines mentioned in the Proposal Data sheet.
5. Queries submitted post the above mentioned deadline (mentioned in control sheet) or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the e-tendering website [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
6. SKDCL will endeavour to provide timely response to all the queries. However, SKDCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
7. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Meeting or for any other reason, shall be made available by SKDCL exclusively through a corrigendum.
8. Any such corrigendum shall be deemed to be incorporated into this RFP. In case of any such amendment of the RFP, the Bid submission date may be extended by the SKDCL in its sole discretion.
9. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement

### 6.12 Bid Validity Period

1. Bid shall remain valid for the time mentioned in the Control Sheet.
2. In exceptional conditions, SKDCL may request the Bidder(s) for an extension of the period of validity of the bid. Bidders will be required to extend the validity of the bids for such a period.

### 6.13 Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SKDCL, shall be written in English language, provided that any printed literature furnished

by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

### 6.14 Submissions of Bids

1. Complete bidding process will be online (e-tendering) and under cover system. All the notification & detailed terms and conditions regarding, this tender notice hereafter will be published on line on web site: [www.mahatenders.gov.in](http://www.mahatenders.gov.in)
2. The bid can be submitted in electronic format on the website within the deadline as specified in Control Sheet of the RFP.
3. The bidders are required to submit Original EMD before the bid opening timeline.
4. Qualification bids will be opened online on the -tendering website.
5. Time and date of opening of financial bids will be informed by email to only technically qualified bidders.
6. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from any certifying Authorities.
7. The CEO, SKDCL, reserves the right to accept or reject any or all the tenders without assigning any reason.
8. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
9. The proposal should contain the following submission for on the e-Tendering Portal. However this is not an exhaustive list, bidder is expected to go through the tender and provide documents as necessary

#	Category	Response
1.	Response to Qualification Criteria	<ul style="list-style-type: none"> <li>• Bid Covering letter</li> <li>• Qualification Conditions compliance</li> <li>• Certificate of Conformity/ No Deviation</li> <li>• Financial Capability (Annual Turnover and Net worth)</li> <li>• Scanned copy of EMD and Tender Fee Receipt (as mentioned in this RFP).</li> <li>• Detailer of Bidder</li> <li>• Details of Experience of Bidder in various projects</li> <li>• Power of attorney for Lead bidder</li> <li>• Power of attorney for Authorized signatory</li> <li>• Format for Consortium Agreement</li> <li>• Non- Blacklisted Declaration</li> <li>• Copy of Certificate of Incorporation</li> <li>• Extracts from the audited Balance sheet and Profit &amp; Loss statements</li> <li>• Copy of valid quality certifications, as required in the RFP</li> </ul>
2.	Commercial Proposal	<ul style="list-style-type: none"> <li>• Financial Bid Covering Letter</li> <li>• Financial Bid</li> </ul>
3.	Physical Cover (To be submitted as Hard Copy)	<ul style="list-style-type: none"> <li>• Original Bank Guarantee for EMD</li> <li>• Tender Fee Receipt</li> <li>• Original Power of Attorney</li> </ul>

10. During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system will not allow him/her to make any further changes or modifications in the bid data.

### **6.15 Bidder Preparation Conditions**

1. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
2. The bidder must propose a solution best suited to meet the requirements of the SKDCL. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
3. If, during the sizing of the solution, any additional product that is not listed in the tender document is required to be included to meet the conceptual design, performance requirements and other requirements of tender, all such product(s) should be included by the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.
4. SKDCL will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
5. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of tender, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in his bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the lump sum contract price, at no extra cost to SKDCL and without any impact to SKDCL whatsoever.

### **6.16 Bid Format**

1. Bidder should adhere to various formats. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Purchaser. In any event, SKDCL shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by SKDCL.

### **6.17 Compliant proposals/Completeness of response**

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
  - 2.1. Include all documentation specified in this tender;
  - 2.2. Follow the format of this tender and respond to each element in the order as set out in this tender
  - 2.3. Comply with all requirements as set out within this tender.
3. Bidder should not propose multiple options for any system software or other infrastructure proposed as part of the bid.
4. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.



## **6.18 Deviations and Exclusions**

1. Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No Deviations and Exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, decision by CEO, SKDCL shall be final.

## **6.19 Authentication of Bids**

1. The 'Bidder' as used in the RFP shall mean the one who has submitted the proposal. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a Certificate of Authority.
2. All certificates and documents (including any clarifications sought and any subsequent correspondences) received herein, shall be signed by the authorized representative or principal officer.
3. It is further clarified that the individual signing the RFP or other documents in connection with the RFP must certify whether he/she signs as the Constituted attorney of the firm, or company.
4. The authorization shall be indicated clearly by written power-of-attorney accompanying the bid.
5. Any change in the authorized signatory, IA shall be intimate to SKDCL in advance
6. The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

## **6.20 Late Bids**

1. The Bids received after the due date and the specified time (including the extended period if any) shall not be entertained. The Bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. SKDCL shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained. SKDCL reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles, ensuring that the names/ formats of the files to be uploaded are as per the e-tendering portal requirements, using the prescribed browser for upload etc. SKDCL shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

## **6.21 Modification or Withdrawal of Bids**

1. No bid shall be altered/modified subsequent to the closing date and time for receipt of bids. Unsolicited correspondence from Bidders shall not be considered.
2. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

## **6.22 One Proposal & One Solution**

1. If a Bidder submits or participates in more than one Proposal, such bids shall be liable for disqualification.
2. If a Bidder submits presents more than one Solution/Product as part of their Technical Proposal, Bidder shall be liable for disqualification. Bidders are advised to propose firm solution to meet the requirements and provide due justification for the selection of the same within Technical Proposal.



## **6.23 Local Conditions**

1. It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. SKDCL shall not entertain any request for clarification from the Bidders regarding such conditions.
2. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidders from performing any work in accordance with the Tender documents.
3. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded under the bidding documents shall be permitted by the SKDCL on account of failure of the Bidders to apprise themselves of local laws and site conditions.

## **6.24 Rights to Accept/Reject any or all Proposals**

1. SKDCL reserves the right to accept or reject any proposal, and to annul the bidding 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 SKDCL's action.

## **6.25 Right to Amendment of the RFP**

1. At any time prior to the last date for receipt of bids, SKDCL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender Document by an amendment. The amendment shall be notified on Website URL as mentioned in the Control sheet and should be taken into consideration by the prospective bidders while preparing their bids.
2. In order to provide the prospective Bidders reasonable time to take the amendment into account in preparing their bids, SKDCL may, at its discretion, extend the last date for the receipt of Bids.

## **6.26 Right to Vary Scope of Contract**

1. SKDCL may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
2. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the SKDCL's changed order.

## **6.27 Rejection Criteria**

1. Notwithstanding anything contained in this RFP, SKDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:
3. General rejection criteria
  - (i) Conditional Bids;
  - (ii) If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;

- (iii) Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
  - (iv) Revelation of prices in any form or by any reason before opening the Commercial Bid;
  - (v) Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
  - (vi) Bids received after the prescribed time & date for receipt of bids.
  - (vii) If it is found that multiple bidders have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
  - (viii) If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the SKDCL for further penal action including blacklisting
4. Qualification Bid rejection criteria
- (i) Bidders not complying with the Eligibility Criteria given in this Tender ;
  - (ii) Bids not furnishing documentation to confirm their eligibility to the tender requirements;
  - (iii) Bids without power of attorney/ board resolution;
  - (iv) Bids without the requisite EMD submission.
5. Commercial Bid Rejection Criteria
- (i) Incomplete price Bid;
  - (ii) Price Bids that do not conform to the Tender's price bid format;
  - (iii) Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
  - (iv) If there is an arithmetic discrepancy in the commercial Bid calculations the SKDCL shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
  - (v) If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting against the bidders.
  - (vi) Price Bids that do not conform to the Tender's price bid format.
  - (vii) Total price quoted by the Bidders does not include all statutory taxes and levies applicable.
6. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SKDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SKDCL, including annulment of the Selection Process.

## **6.28 Bid Prices**

1. The Bidder shall indicate in the prescribed Proforma, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract.
2. If bid is not submitted in the required Commercial Bid Format, the bid shall be liable for rejection.

3. The Bidder shall prepare the bid based on the details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

### **6.29 Firm Prices**

1. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, SKDCL reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.
2. The Financial bid should clearly indicate the price to be charged and the taxes shall be applicable as per actual. It is mandatory that such charges wherever applicable/payable should be indicated separately in Financial Bid. In case there is a change in the applicable taxes, the same shall apply provided the contract is completed within the stipulated period. In case of delayed completion (solely attributable to bidder), any upward revision in taxes will not be paid by SKDCL.

### **6.30 Discount**

1. The Bidders are advised not to indicate any separate discount in the Financial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer is found to be the lowest without taking into account the discount, the Purchaser shall avail such discount at the time of award of contract

### **6.31 Taxes**

1. The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as Goods and Services Tax, value added or sales tax, service tax, income taxes, duties, fees, levies, etc.) on amounts payable by the SKDCL under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder needs to find out applicable taxes for the components being proposed). The bidders are required to indicate the applicable tax rates and tax components in their commercial bids and invoices (by successful bidder) thereafter.

### **6.32 Performance Bank Guarantee**

1. The successful bidder shall at his own expense, deposit with SKDCL, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.
2. This Performance Bank Guarantee (PBG) will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
3. The Performance Bank Guarantee shall be valid for the 60 days beyond the term of the resultant Agreement, and shall be renewed and maintained as necessary by the IA for the term of the resultant Agreement, and extensions if any.

4. The Performance Bank Guarantee may be discharged/ returned by SKDCL upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
5. In the event of the Bidder being unable to service the contract for whatever reason, SKDCL would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of SKDCL under the Contract in the matter, the proceeds of the PBG shall be payable to SKDCL as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. SKDCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
6. SKDCL shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **6.33 Notifications of Award and Signing of Contract**

1. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or email that its proposal has been accepted.
2. SKDCL shall facilitate signing of the contract. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/ Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
3. The notification of award (LoI/ Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with SKDCL, it will promptly notify each unsuccessful bidder and return their EMDs.
4. At the time SKDCL notifies the successful Bidder that its bid has been accepted, SKDCL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract document, the successful Bidder shall sign and date the Contract and return it to SKDCL.
5. The successful bidder will have to bear the necessary duties and charges to get the contract registered.

### **6.34 Failure to Agree with the Terms and Conditions of the tender**

1. Failure of the successful bidders to agree with the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event SKDCL may award the contract to the next best evaluated bidder or call for new proposals from the interested bidders.
2. In such a case, the SKDCL shall invoke the PBG of the successful bidder, if any.

## **7 Bid Evaluation Process**

1. The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Data Sheet, through e-Tendering procedure only in the presence of bidders.
2. Bids shall be opened either in the presence of bidders or its duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Two representatives per applicant shall be permitted to be present at the time of opening the tender.
3. Total transparency will be observed and ensured while opening the Proposals/Bids.
4. SKDCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
5. Bid evaluation will be conducted in three stages.
  - (i) In the first stage, qualification proposals would be opened. The EMD of the Bidders will be opened on the same day and time, on which the qualification proposal is opened. Only those Bidders who pass the Qualification criteria will be invited for a presentation along with a demonstration of the proposed software and fixture.
  - (ii) During the presentation / demonstration, the Bidder would need to establish – (a) generating of data, reports and controls, as specified in the Technical Specifications of this RfP, by linking a sample of the proposed fixture with the proposed software and the individual controller, and (b) successful operation of such system in any other city. Only those bidders, who establish both, would be qualified for opening of financial proposals.
  - (iii) Finally, Commercial Proposal of those Bidders qualify on both (i) and (ii) above, would be opened. Lowest among them would be treated as the most preferred bidder.
  - (iv) In the event of the specified date of Bid opening being declared a holiday for SKDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, SKDCL will continue process and open the bids of the all Bidders.

### **7.1 Evaluation of Bids**

1. The Commercial Proposal of only the eligible Bidders, whose Qualification proposals have been qualified will be examined for preliminarily scrutiny to determine whether the Commercial Proposals are complete as per requirements.
2. The incomplete proposals and the partial proposals or the proposals in which the prices have not been quoted and the proposals not following the guidelines in this RFP and the proposal in which rates are not quoted in the prescribed format shall be liable for rejection.
3. The commercial proposals would be evaluated based on the price offered for the mentioned in the scope of work as Total Contract Value inclusive of all taxes services, except GST.
4. Amongst all the Commercial Proposals opened, the Bidder(s) whose commercial proposal is lowest will be considered eligible for award of contract i.e. the L1 Bidder(s) will be considered based on Total Contract Value (TCV).
5. SKDCL, after necessary approvals may award the Work Order.
6. It may be noted that the selection of the bidder would be carried out by comparing the bids/prices submitted by participating vendors. The lowest bid may be considered for award of contract to that bidder.
7. The successful bidder(s) would be selected based on the lowest quote (hereby referred to as L1 Bidder(s). The contract would be accorded accordingly.
8. In the event if the L1 bidder denies contract for any reason, then EMD submitted by the L1 bidder will be forfeited by the SKDCL as a penalty against denial to accept work contract. If L1 bidder denies the contract, then SKDCL may decide to award the contract to the L2 i.e. to the bidder with second lowest bid. If L2 denies the contract for any reason then EMD submitted by the L2 bidder will be forfeited by the SKDCL.

The SKDCL then may consider allotting the contract to L3 i.e. to the bidder with third lowest bid and so forth. In any case, if the SKDCL decides to allot the contract to the bidder and that bidder denies to accept the contract then EMD submitted by the concerned bidder will be forfeited by the SKDCL

9. For any bidder(s) if selected by the SKDCL for award of contract denies to accept the contract, in addition to the forfeiting of the EMD, SKDCL can also apply additional penalty, blacklist the concerned bidder's company, take legal action etc.

## **7.2 Selection Process for Bidders**

1. It may be noted that the selection of the bidder would be carried out by comparing all the quotes submitted by all the participating bidders. The bidder with lowest bid (L1) obtained may be considered for award of contract.
2. The bidder with the lowest bid (L1) may decide to take the contract as well as deny the contract. In the event if the L1 bidder denies contract for any reason, then EMD submitted by the L1 bidder will be forfeited by the SKDCL as a penalty against denial to accept work contract. If L1 bidder denies the contract, then SKDCL may decide to award the contract to the L2 i.e. to the bidder with second lowest bid. If L2 denies the contract for any reason then EMD submitted by the L2 bidder will be forfeited by the SKDCL then it may consider allotting the contract to L3 i.e. to the bidder with third lowest bid and so forth. In any case, if the SKDCL decides to allot the contract to the bidder and that bidder denies to accept the contract then EMD submitted by the concerned bidder will be forfeited by the SKDCL.
3. For any bidder(s) if selected by the SKDCL for award of contract denies to accept the contract, in addition to the forfeiting of the EMD, SKDCL can also apply additional penalty, blacklist the concerned bidder's company, take legal action etc.

## **7.3 Agreement**

1. The Successful Bidder shall sign the Agreement / Contract with SKDCL and shall submit the Performance Bank Guarantee.
2. The Agreement / Contract will be given separately only to the successful bidder by SKDCL, as per terms and conditions stated in RFP, SLA, the proposal from the Bidder and the price quoted.

## **7.4 Award Criteria**

Post the evaluation process indicated in various sections above, the SKDCL will award the Contract to the Bidder whose Proposal has been determined to be responsive to the requirements of the RFP and financially the lowest price, hereby referred to as the 'Successful Bidder' i.e. Financially lowest price Bidder (L1) selection.

## **7.5 No Commitment to Accept Lowest or Any Proposal**

1. The SKDCL shall be under no obligation to accept the lowest (L1) or any other proposal received in response to this tender notice and shall be entitled to reject any or all proposals, including those received late, or incomplete, without assigning any reason therefore.
2. The SKDCL reserves the right to make changes in terms and conditions of the RFP before the last date of submission of Bid. If any, same shall be notified in corrigendum before the last date of submission of bid.
3. The SKDCL shall not be obliged to meet and have discussions with any of the Bidder and/or to give a hearing on their representations.



## 8 Roles & Responsibilities of Stakeholders

The roles of the stakeholders shall change over a period of time as the project will evolve from design to implementation and enter the operations phase. Stakeholders' responsibilities, illustrative organizational structure for the design & implementation phase, operational phase is given below:

**Various Stakeholders identified for the Project are as below:**

<b>SKDCL</b>	SKDCL and its designated agencies
<b>PMC</b>	Project Management Consultant
<b>IA</b>	Implementing Agency

Responsibilities are shown using RACI Matrix which splits project tasks down to four participatory responsibility types that are then assigned to different Stakeholders in the project.

- R** (Responsible) - Those who do work to achieve the task  
**A** (Accountable) - The Stakeholder that ultimately accountable for the task  
**C** (Consulted) - One who is consulted for opinions and recommendations (2 way communication)  
**I** (Informed) - Those who are kept up-to-date on progress (1 way communication)

#	Activity	IA	PMC	SKDCL
1.	Signing of the Contract	R	C	R
2.	Inception Report	R	C	I/A
3.	Supply, Installation of Smart LEDs system including all connected accessories	R/A	C	I
4.	Testing, Commissioning and Trial run of the installed system	R/A	C	I
5.	Partial Acceptance Testing & Final Acceptance Testing	R	C	I
6.	Installation of LEDs and Controllers and Implementation of CCMS	R	C	A
7.	Preparation of the Policy Documents for Use & Operations of CCMS functionality	R	C	A
8.	Training and Capacity Building for officials from Kalyan-Dombivili Municipal Corporation	R	C	A
9.	Review and Validation of the Documentation submitted by Implementing Agency	I	R	A
10.	Providing technical manpower for maintenance of the entire system as per the requirements specified in the Tender	R	C	A
11.	Comprehensive Warranty Maintenance of the supplied equipment	R	C	A
12.	Provision of on-site spares	R	C	A
13.	Hand-over of the system at the end of contractual period along with all documentation required to operate and maintain the system	R	C	R
14.	Weekly Progress Reports	R	C	I/A
15.	Monthly Progress Reports (from IA)	R	C	I/A
16.	Monthly Progress Reports (from PMC)	I	R	I/A
17.	Monitoring and reviewing of the project	I	R	I/A
18.	Calculation of Penalty for breach of SLA	R	C	I/A
19.	Application of Penalty for breach of SLA	I	C	R

## 9 Delivery Milestones, Payment Schedule

Payments shall be released only on satisfactory acceptance of the deliverables from IA for each Task as per the following schedule:

### Deliverables/Timelines

#	Activity	Estimated Timelines	Indicative Deliverable*
1	Contract Signing with successful IA	"T" stands for date of award of Work order	-
2	Supply of Hardware, Software content as per RFP	T+ 10 Days	1. Post-Dispatch Inspection and Acceptance test report
3	Installation and Commissioning of all hardware components at the project site	T+ 18 Days	1. Submission of the installation and successful commissioning of LEDs, Controllers, CCMS and other requisite hardware's reports
4	<b>Go –Live</b> Completion of Training, handover of all documentation & formal Go-Live of the project	T+20 Days	1. Training Completion report 2. Go-Live Report 3. User manuals 4. Detailed plan for monitoring of SLAs and performance of the overall system
5	<b>Operation and Maintenance</b> <ul style="list-style-type: none"> <li>• Operation and Maintenance of IT, Non IT components</li> <li>• SLA and Performance Monitoring</li> <li>• Logging, tracking and resolution of issues.</li> <li>• Application enhancement</li> <li>• Patch Updates</li> </ul>	For 6 months Post Go-Live	1. Monthly SLA Monitoring Report and Exception Report 2. Quarterly security Report 3. Issues logging and resolution report

\* TOC of all the deliverable documents shall be finalised after discussion with SKDCL

### Payment Schedule

#	Payment Milestone	Payment
1.	Delivery of required hardware and software at project site	50% of CAPEX Value
2.	Go-Live (Installation of LEDs, Controllers and other Hardware's) & Successfully working at all locations	40% of CAPEX Value
3.	Monthly Operations & Maintenance	50% of OPEX Value for each Quarter
4.	Work Completion including O&M	10% of CPEX Value

### Notes

- 10% of remaining CAPEX shall be paid 6 months after Go-Live
- Payments shall be released after certification of the respective payment milestone by SKDCL.
- Payments shall be made in Indian Rupees Only and shall be subject to relevant provisions of this RFP.



- Payments shall be subject to deductions of any amount for which the IA is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

## 10 Technical Specifications

The scope will include design, development, manufacturing, testing and supply of energy efficient luminaire complete with all accessories, LED lamps with suitable current control driver circuit including mounting bracket. All components shall be suitable for rugged service under the operational and environmental conditions within KDMC area.

### 10.1 General Technical Specifications

Description	Details
Input Power including BIS tolerance	90W / 120W
Input Voltage	100 - 300 VAC with cut off protection and self-restart function in case of Over / Under Voltage. Light should be operational in the voltage range of 100 - 300 VAC The driver should give constant light output for operating range of 120 to 240 VAC
Input Frequency	50 Hz
P.F	> 0.95
THD	<10%
Surge Protection	20kV / 10kA
LED Package	Identical High Power LED package. COB type LED Chip not acceptable
Operating current of LED	< 70% of rated maximum forward current, limited to minimum of 300mA to maximum of 1000mA
LED Package wattage at operating current	2W to 4W
Luminous efficacy	>135 lm/W
CRI	> 70
CCT	5000K $\pm$ 10% (ANSI). One bidder can use LED's from only one bin.
Life Span of LED's in hours	>50,000 hours at operating current
LED Package material	Silicone
Driver Case Material	Al.
Driver Internal surge protection	4 kV Minimum
Driver thermal protection	Must have thermal protection against 75°C Ambient
Driver IP	IP 67
Potted Driver	The driver should be epoxy / silicone / epoxy - silicone potted & encapsulated within the light fixture
Dimmable	10 to 100% Step less
IK Rating	IK 10

Description	Details
IP Lamp	IP 66
Dimensions - LxWxH (mm)	Bidder to specify
Weight - Kg	Bidder to specify
Separate Optical and Switchgear compartments	Required
Housing	Side Entry, Single housing, corrosion free, Die Cast Al., Grey Color Corrosion resistant powder coating
Cable	3 meters
Ambient Temperature	-10°C to + 50°C

## 10.2 General Technical Specifications of Street Lights

Parameter	Details			
Input Power		90W	120W	
CCT	5000K $\pm$ 10%			
Input Voltage	100 – 240V AC			
Input Frequency	50 / 60 Hz			
P.F.	> 0.95			
THD	< 10%			
CRI	<70			
Life	50,000 Hours			
Surge	20kV / 10kA			
IP Module	IP 67			
IP Driver	IP 67			
IP Lamp	IP 66			
IK	IK 10			
Body	Die Cast Al.			
Dimmable	10 – 100%			
Dimensions – LxWxH (mm)		555 x 385 x 165	630 x 385 x 165	
Weight-kg		~ 7.7	~ 8.95	

## 10.3 Detailed Technical Specifications for Street Lights

Sr.No.	Typical specifications of LED street lights	Supporting document
1.	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be < 3W	LED Technical Data sheet
2.	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output.	LM-80/IS16105, L70 & TM 21 Test Report including technical data sheet of LED Chip
3.	Color Rendering Index (CRI) of the LEDs used in the luminaire shall be greater than 70.	
4.	LED chip efficacy shall be more than 135 Lumens/watt at 25° C	LED Technical Data Sheet
5.	Junction Temperature (Tj) should be <105pC	Manufacturer self-certify
6.	Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 - Ed. 1.0	Photo Biological Safety Report
7.	Color temperature of the luminaire shall be in the range of nominal 3,000 K to 3,500 K for replacement of 250 W HPSV at main roads and 5000 K to 6000 K for balance LED's ( CCT as per BIS only)	LM-79 report for both type of LED's to be submitted by the bidder

Sr.No.	Typical specifications of LED street lights		Supporting document
8.	Power factor	> 0.95	LM-79 report
9.	System Efficacy (lumen/watt)	Shall be >100 lumen/watt	LM-79 report
10.	CRI of Luminaries	> 70	LM-79 report
11.	Lumen depreciation for rated life <10%		LM 80 Report to be submitted and Manufacturer has to self-certify
12.	The luminaire light output (lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range		LM-79 report
13.	Operating voltage: 140 V to 270V universal electronic driver with internal surge protection of 4 KV (Applicability IS 15885, Driver Safety 16104-1/2)		NABL accredited lab report
14.	Overvoltage cutoff limit > 295 V		NABL accredited lab report
15.	Total Harmonic Distortion: < 10% THD - Test Method IEC:610003-2		NABL accredited lab report
16.	LED Drive current	>=350 mA<1200 mA	LM-79 report
17.	LED driver efficiency	> 85%	LM-79 report
18.	Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink		NABL accredited lab report
19.	The luminaire housing shall be made up of corrosion free High Pressure Aluminium die cast thus conforming the Luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322. (Only single housing Luminaire allowed)		NABL accredited lab report
20.	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Poly-carbonate cover in the front fixed to the die cast Aluminium frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screws can be applied inside sealed chambers.		NABL accredited lab report
21.	The luminaire shall be built in such a way that it can withstand wind speed of 150 kmph. (Impact resistance >=IK05)		NABL accredited lab report
23.	Frequency	50Hz +/- 3%	
24.	Operating temperature	Range: -10C to +50C	NABL accredited lab report
25.	Protections	IP66 for all type of lamps to be installed Surge protection 4 kV, IEC61000-4-5	NABL accredited lab report
26.	Working humidity	10% to 90% RH	

Sr.No.	Typical specifications of LED street lights		Supporting document
27.	Conformation standards of luminaire (Test reports of luminaire)	The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test, Photometry Test (LM79 report), Vibration Test	From NABL Certified TPL Test report as per IS:10322 part 5 Sec-3/IEC:60598-2-3
28.	Finish	Aesthetically designed housing with corrosion resistant polyester powder coating	Self-Declaration
29.	Luminaire configuration/ technical requirement	Side entry type. Shall consist of separate optical and control gear compartments. It should be easy replaceable in the field condition.	Self-Declaration
30.	Compliance	RoHS/CE/ERTL/ERDI	Confirmation
31.	Surge Protection	External Surge protection of minimum 10 kV/ 10 kA to be separately installed with the each Luminaire, if required.	As per ANSI C 136.2-2014

#### 10.4 Individual Controllers

#	Description	Details
1	Communication	Communication - RF / PLC / GSM / NB IoT
2	Functions	Remote switching On & Off Dimming - PWM / Analog (0 to 10V)
3	Input voltage range	100 to 260 VAC
4	Frequency	50Hz
5	Static Power Consumption	Less than 2Watts
6	Data detection accuracy	≤ 5%
7	Measurement functions	Voltage Current KW / kWh
8	Events & faults	Lamp Failure detection Power failure detection Active / Query based fault information / reporting
9	IP rating	IP 67 and more
10	Lamp Controller	Inbuilt / External to Lighting fixture

#### 10.5 Lighting Management Software

#	Key Features of Lighting Management Software
1	Login, Logout & Forgot Password
2	Operational Dashboard:
	Current Date - Street Light Status
	Map View & List View - Latest Data from Lamps
	On/Off/Dimming commands from Map/List View
	Latest and Unattended alerts to be shown on the Dashboard

#	<b>Key Features of Lighting Management Software</b>
	Device Health Status Monitoring
<b>3</b>	<b>Device Provisioning &amp; Management</b>
	Lamp Management
	Pole Management
	Pole Group Management
	Device Profile
<b>4</b>	<b>Device Primary Setting</b>
	Dimming Schedule
<b>5</b>	<b>Customer Onboarding</b>
	Customer Management
	Project Management
	Hierarchy Definition & Creation
	Group Creations
	User Management
	Group & Role Management
<b>6</b>	<b>SMS &amp; Email Alert Notifications</b>
	Alert Configurations
	Escalation Matrix Management & Reporting
<b>7</b>	<b>Manual &amp; Auto Generated Reports</b>
<b>8</b>	<b>Data Archival &amp; Restoration</b>
<b>9</b>	<b>Events &amp; Log Management</b>
<b>10</b>	<b>Executive Dashboard</b>
<b>11</b>	<b>Application Performance KPI</b>
<b>12</b>	<b>Project Configuration Module</b>
	<ul style="list-style-type: none"> <li>Application must allow to create a project and assign users, resources to each project.</li> <li>Application must allow to define policies for a project - Number of Lights / Users / Data Storage / Reporting Module &gt; Application must allow project life cycle management viz: Commissioning, Live, Temporary Suspended &amp; Close</li> </ul>
<b>13</b>	<b>Installation and Commissioning module</b>
	<ul style="list-style-type: none"> <li>Street light application must allow admin users to add/remove individual street lights through a standard GUI.</li> <li>Application must allow users to capture installation parameters of each street light viz. features of HW, Location, Lane Name, area/ward/region, city, LED type, make &amp; model number, etc</li> <li>Application must allow to configure street light either individually or in group for configuration parameters. Configuration parameters will be shared at the time of detailed proposal</li> <li>Application must allow to create hierarchy For ex: City &gt; Region / Ward &gt; Lane / Road &gt; Street Light</li> <li>Application must have advanced filtering and bulk updating actions</li> <li>Monitoring</li> <li>Application and must Control allow to Module expose key parameters through API via application server to third party apps</li> </ul>

#	Key Features of Lighting Management Software
14	<ul style="list-style-type: none"> <li>• Application should be offered with detailed map view for all the street lighting fixtures and lighting panels, with full information and electrical diagnostics KPI view</li> <li>• Application should have dashboards providing information for various users as per their profiles</li> <li>• Application must allow control of individual or grouped lights in auto and manual mode</li> <li>• Following features are envisaged to be used in auto &amp; manual mode - Schedule On/Off, Scheduled Dimming, Metering data collection</li> <li>• The system should provision the user to choose from pre-programmed schedules, plan a schedule of our own or manually manage every street lamp, according to the needs</li> <li>• Advanced scheduling based on astrological calendar</li> <li>• Application must monitor parameters received from street light, capture alerts &amp; alarms, segregate as critical, major, minor and present in drill down manner in nicely designed dashboard</li> <li>• In case of alerts depending on severity, application must send email/sms notifications to users who have subscribed to alert notifications &gt; Application must store all operational &amp; command/response logs received from device and should be made available for analysis to user &gt; Furthermore, if the communication fails for any reason, the controllers are smart enough to continue by operating the lamps autonomously.</li> </ul>
15	<ul style="list-style-type: none"> <li>• Application must allow advanced analytic reports to help to understand the trends, reduce energy loss, improve lighting policies and increase street lighting overall satisfaction</li> </ul>
16	<ul style="list-style-type: none"> <li>• Application must have advanced data analytics, reporting tools and performance graphs, featuring detailed filtering capabilities for various user defined parameters (viz. lamp runtime reports, energy savings reports, luminary status reports, etc.)</li> </ul>

## 10.6 Alarms & Controls

Alarms module is divided into four parts, namely – (a) Real time alarms, (b) History, (c) Configuration of Alarms, and (d) Synchronization. Details of each part are as follows.

- A. *Real time alarms*: Real time alarms should provide all unprocessed and unacknowledged alarm information. These alarms are primarily divided into following sub parts.
- Station Alarms: Unauthorised Light operation – On, Unauthorised Light operation – Off, Over current, Over voltage, Under voltage, Power outage, Phase failure, Earth leakage, Power factor, Door open, Cabinet tilt, Lighting stroke, Auto manual switch and Custom Alarm
  - Conventional lamp alarms: Lamp failure, Power failure, Component failure, Pole leakage, Node lost, Relay fault, Overcurrent, Over voltage, Under voltage, Temperature, Lamp life, Door open, Pole tilt, Anti-theft alarms
  - Additional Alarms: Search function to search the alarms according to Station, Status, Alarm level & ID, Display alarm list with date and time stamping, Ability to clear / acknowledge the alarms, Display details for each alarm viz: Type, Status, Area / Station, Hardware, Pole number

etc., Easily navigate between maps and alarms by using double click, Provide the alarm details along with corrective suggestions.

B. *Alarm History*

It should provide a list of all records, which can be searched according to conditions, filters, type etc.

C. *Configuration of Alarms*

Configuration of alarms should be possible and the user should be able to modify the alarms parameters, conditions etc.

D. *Synchronization*

The user should be able to synchronize the alarms settings with the terminal hardware devices.



## 11 Service Level Agreements

- The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the successful bidder to End Customer and SKDCL for the duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the performance of the Implementation Bidder can be measured.
- The Successful Bidder and SKDCL shall maintain a monthly contact to monitor the performance of the services being provided by the Implementation Bidder.

#	Deliverable	Timelines	Basis for measurement	Violation of SLA	Deductions/ Penalty
	Contract Signing with successful IA	"T" stands for date of award of Work order	-		
1	Supply of Hardware, Software content as per RFP	T+ 10 Days	2. Post-Dispatch Inspection and Acceptance test report	Completion of delivery after To + 10 days and there after	0.05% of the Total Capex Cost on pro-rata basis and part there-off, for every day delay; Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.
2	Installation and Commissioning of all hardware components at the project site	T+ 18 Days	2. Submission of the installation and successful commissioning of LEDs, Controllers, CCMS and other requisite hardware's reports	Completion of activity after To + 18 days and there after	0.05% of the Total Capex Cost on pro-rata basis and part there-off, for every day delay; Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.
3	<b>Go –Live</b> Handover of all documentation & formal Go-Live of the project	T+20 Days	1. 2. Go-Live Report 3. User manuals 4. Detailed plan for monitoring of SLAs and performance of the overall system	Go-Live after T-0 + 20 Days and there after	0.05% of the Total Capex Cost on pro-rata basis and part there-off, for every day delay; Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.

#	Deliverable	Timelines	Basis for measurement	Violation of SLA	Deductions/ Penalty
4	<b>Operations &amp; Maintenance</b>	T+20 Days + 6 Months	Weekly Reports	Non – Compliance	0.05% of the Total OPEX Cost on pro-rata basis and part there-off, for every day delay; Delay of 10 calendar days beyond the target date may lead to Termination of the Contract at the discretion of the Purchaser.

## 12 Formats for Qualification Bid

### 12.1 Bid Covering Letter

To,

Date

The CEO,  
Smart Kalyan-Dombivli Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West. 421301

Sub: **Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis**

Ref: RFP No. <<.....>> **dated** << .....>>

Dear Sir,

With reference to your “**Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis**”, we hereby submit our Qualification bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Purchaser can at its discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR < > Crore and Tender fee of INR <>,000 online through Bank Guarantee / NEFT/ RTGS in the <<Account details>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee equivalent to 10% of total contract value as quoted in the commercial bid in the form prescribed in the tender.
- e. I/We understand that SKDCL reserves the right to reject any application without assigning any reason thereof.
- f. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- g. We agree to abide by our offer for a period of 180 days from the date of opening of Qualification bid prescribed by **Purchaser** and that we shall remain bound by a communication of acceptance within that time.
- h. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- i. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence services as stipulated in the RFP document
  - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- j. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

- k. We understand that the **Purchaser** may cancel the bidding process at any time and that **Purchaser** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- l. We hereby confirm that our prices include all taxes. All the taxes are quoted separately under relevant sections.
- m. We understand that the actual tax payment would be made as per the existing tax rates during the time of payment.
- n. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
- o. I/We do hereby confirm to deliver the latest versions of the software and hardware as available on the date of delivery on mutually agreed terms, that addresses the requirements of SKDCL, pursuant to the Request for Proposal (tender) document relating to providing of the Enterprise Business system and associated software components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to SKDCL at the same cost committed in the commercial proposal.
- p. We shall size the hardware, all other equipment and software based on information provided by SKDCL in its tender document, past experience of similar implementations, best practices followed elsewhere and in accordance with the expected tender and Service Level requirements and assure SKDCL that the required sizing shall be accounted in the commercial bid. However, if the sizing of any of the proposed solutions is found to be inadequate in meeting the tender and the Service Level requirements given by SKDCL, then we will upgrade the proposed solution without any additional cost to SKDCL.
- q. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- r. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
- s. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender
- t. I/We do hereby undertake that commercial proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our commercial proposal is firm and final and shall any clarifications sought by you and provided by us would not have any impact on the commercial proposal submitted by us.
- u. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
- v. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so
- w. It is hereby confirmed that I/We are entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- x. We declare that we have read through the Tender document, all related clarifications and corrigendum
- y. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
- z. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

## 12.2 Qualification Compliance

Following are the compliance and reference documents for “Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis” against Tender No. < No.> Dated <DATE>

#	Eligibility Criteria	Supporting Document Proof	Compliance (Yes/No)	Reference of Supporting Documents in the Bid with page numbers
1	RFP Document fees	Scanned Copy of Receipt of the Tender Fees paid		
2	Earnest Money Deposit	Scanned Copy of EMD against each package(s) as applicable		
3	Power of Attorney	Scanned Copy of Power of Attorney		
...	<Qualification Criteria as specified in this RFP Document>	Proofs to be submitted by the bidder		

### **12.3 Certificate of Conformity/ No Deviation**

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To,  
The CEO  
Smart Kalyan Dombivili Development Corporation Limited  
Opposite APMC Market,  
Kalyan West 421 301

- a. This is to certify that, the specifications of Software which I/ We have mentioned in the Technical solution, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.
- b. Also, I/ we have thoroughly read the tender and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
- c. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :  
Designation :  
Date :  
Company Seal :  
Business Address :



## 12.4 CA/Auditor's Certificate for Turnover of Bidder/Consortium Members

<<To be submitted by the Bidder On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

<<In case of consortium, to be submitted by all members of the consortium>>

Date: DD/MM/YYYY

To,  
The CEO,  
Smart Kalyan-Dombivli Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West- 421301

**Subject:** "Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis"

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder >> along with registered address>>. Based on such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover and the net-worth for the three years i.e. from FY 2016-17 to FY 2018-19 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2016-17	2017-18	2018-19
Annual Turnover from IT / ITES			
Net worth as per last audited FY	-	-	

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail Address :

## 12.5 Format for Bank Guarantee for Earnest Money Deposit

Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_

M/s Smart Kalyan Dombivli Development Corporation Limited (SKDCL)  
Sarvodaya Mall,  
Near APMC Market,  
Kalyan (West)  
Dist. Thane - 421301. INDIA

Dear Sirs,

This Guarantee is made and issued on this day \_\_\_\_\_ by \_\_\_\_\_, a Banking Company incorporated under Banking Regulation Act, having its registered office at \_\_\_\_\_ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favour of Smart Kalyan Dombivli Development Corporation Limited (SKDCL) a Company incorporated under the Companies Act and having its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301. INDIA. (Hereinafter called "SKDCL" which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees)

WHEREAS the SKDCL issued a Notice Inviting Tender / Request for Proposal / Expression of Interest (NIT/RFP/EOI) Note (I) no. \_\_\_\_\_ dated \_\_\_\_\_, inviting offers for supply/undertake \_\_\_\_\_ project Note (II) (hereinafter referred to as the Material/Project) Note (II) and, in response there to, M/s \_\_\_\_\_ a Company incorporated in \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "BIDDER") offered to supply Material/undertake the Project.

-Note (II)

AND WHEREAS the NIT/RFP/EOI Note (I) provides inter-alia, that a BID BOND for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be submitted to the Owner in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between SKDCL and the successful Bidder on or before \_\_\_\_\_ or changes the terms and conditions of the bid without SKDCL's consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/ or to furnish a security performance guarantee to SKDCL after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall there upon be due and owing to OWNER as liquidated damages.

1. In consideration of BIDDER's bid submitted to SKDCL for supplying Material/Undertaking Project Note (II), we \_\_\_\_\_ bank hereby agree to pay the SKDCL an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand if the BIDDER -
  - i. withdraws his proposal at any time before the execution of contract, in accordance with the Bid Invitation/NIT/RFP/EOI Note (i) between OWNER and the successful Bidder on or before \_\_\_\_\_, or
  - ii. changes the terms and conditions of the bid submitted by him without SKDCL's consent, or
  - iii. on SKDCL deciding the BIDDER as successful bidder and there upon issuing Letter of intent to the BIDDER by SKDCL, the BIDDER (as the successful bidder) fails or refuses to execute a contract and/ or furnish a Guarantee as security deposit and performance guarantee for the faithful performance of the contract, in accordance with the terms and conditions of NIT/ RFP/EOI Note (i).

2. The BANK declare that it is holding the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at SKDCL's disposal and hereby promises and shall be bound to pay to SKDCL, forthwith and without demur, on a mere demand made in writing by SKDCL, stating that the BIDDER has failed to fulfil one of the conditions mentioned in (i) or (ii) or (iii), of clause 1 here in above.
3. This Guarantee shall be valid in respect of the claim lodged by OWNER with BANK on or before \_\_\_\_\_ or any further extended date of the Bank Guarantee. (Additional three months from the validity period indicated in NIT/RFP/EOI) Note (I) / or further extended date whichever is latter
4. We, \_\_\_\_\_ (bank) undertake to pay SKDCL the money so demanded forthwith, notwithstanding any dispute(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that SKDCL shall have no claim whatsoever against us for making such payment.
5. The claim if any, under this Guarantee, shall be lodged at (bank-branch and address) \_\_\_\_\_.
6. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between SKDCL and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to Chief Executive Officer (CEO) Smart Kalyan Dombivli Development Corporation Limited (SKDCL) and its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301.INDIA.
7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by SKDCL for all or any part of the moneys herein mentioned.
8. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,

For and on behalf of \_\_\_\_\_ (Bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No:

Email Id:

While issuing Bank Guarantee for Earnest Money Deposit (EMD)

Note: Strikeout which is not applicable at all in the format. Only one of following (i) (ii) or (iii) will remain.

Note I: (i) For Notice inviting Tender short term of NIT will remain

(ii) For request for proposal short term of RFP will remain

(iii) For expression of interest short term of EOI will remain

Note II: Either supply or specific project name will remain.

**12.6 Lead Bidder and Consortium Member (if applicable) Details**

&lt;&lt;To be printed on Lead Bidder Company's Letterhead and signed by Authorized Signatory&gt;&gt;

Date: DD/MM/YYYY

To,  
The CEO,  
Smart Kalyan-Dombivli Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West. 421301

**Subject:** Lead Bidder and Consortium Details

Dear Sir,

Please find below details of lead bidder and other consortium members for participation in “**Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis**”.

NOTE: To be filled for the lead bidder and each consortium member.

<b>Bidder Information Sheet</b>			
#	Particulars	Lead Bidder	Consortium Member 1/2 (Separate columns)
1.	Name of the Organization		
2.	Type of Organization (Pvt. Ltd./Public Limited)		
3.	Country of Registered Office		
4.	Address of Registered Office		
5.	Company Registration Details		
6.	Date of Registration		
7.	Details of any Global Certifications (ISO/ITIL/CMMi etc.)		
8.	GST Number		
9.	PAN/Equivalent		
10.	VAT/Equivalent		
11.	Address of Registered Office in India		
12.	No. of Years of Operation in India		
13.	Stake in Consortium (%)		
14.	Authorized Signatory Name		
15.	Authorized Signatory Designation		
16.	Authorized Signatory Contact Details		

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

## 12.7 Details of Experience of the Bidder

As per the format below, the bidder should provide information for each project on similar assignments required for Qualification.

Credential for < Qualification Criteria No.			
Sr. No.	Name of the Organization - <<Name of the Bidder that have executed / executing the project>>		
Parameter	Details		
<b>General Information</b>			
1.	Customer Name		
2.	Name of the contact person and contact details for the client of the assignment		
3.	Whether client visit can be organized	(YES / NO)	
<b>Project Details</b>			
4.	Project Title		
5.	Start Date and End Date		
6.	Government/Private/PSU/Others please specify		
7.	Geographical Coverage (No. of locations the project covers)		
8.	Date of Go-Live		
9.	Total Cost of the project		
10.	Current Status (Live / completed / on-going / terminated / suspended)		
11.	No of staff provided by your company		
12.	Please indicate the current or the latest AMC period with the client ( <i>From Month –Year to Month-Year</i> )		
13.	Please indicate whether the client is currently using the implemented solution		
<b>Size of the project</b>			
14.	Order Value of the project (in lakhs)		
15.	Capital Expenditure involved (in lakhs)		
16.	Cost of services provided by the bidder (in Lakhs)		
17.	Cost of services provided by the partners if involved (in Lakhs)		
18.	Number of total users and concurrent users of the solution at the client location(s):	Total users	
		Concurrent users	

<b>Credential for &lt; Qualification Criteria No.</b>		
<b>Sr. No.</b>	<b>Name of the Organization - &lt;&lt;Name of the Bidder that have executed / executing the project&gt;&gt;</b>	
	<b>Parameter</b>	<b>Details</b>
19.	Training responsibilities of Bidder	
20.	Any other information to be shared with SKDCL	
<b>Narrative Description of the Project:</b>		
<b>Detailed Description of actual services provided by Bidder:</b>		
<b>Documentary Proof:</b>		
<b>Highlights of the Key Result Areas expected and achieved</b>		
<b>List of modules and sub-modules implemented</b>		

**Certification:** I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the Projects implemented by our Company.

Signature of Authorized Signatory (with official seal)

Name :  
 Designation :  
 Address :  
 Telephone & Fax :  
 E-mail Address :



## 12.8 Format for Power of Attorney to Authorize Signatory

### POWER OF ATTORNEY

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

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

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.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2019

(Signature and Name of authorized signatory)

\_\_\_\_\_  
(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *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.*

## **12.9 Format for Power of Attorney for Lead bidder of Consortium**

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

Whereas \_\_\_\_\_ has invited RFP response for \_\_\_\_\_ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. \_\_\_\_\_, M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

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 RFP response for the Project.

### **NOW THIS POWER OF ATTORNEY WITNESSES THAT**

We, M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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 or Consortium.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name in Block Letter of Executant) *[Seal of Company]*

Witness 1

Witness 2

*Notes:*

*To be executed by all the members individually, in case of a Consortium.*

*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.*

## 12.10 Consortium Agreement

**<<On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed>>**

This Consortium Agreement executed on this ..... day of..... Two Thousand ..... By:

M/s. ....a Company incorporated under the laws of.....and having its registered office at..... (Hereinafter called the “Lead Member/First Member” which expression shall include its successors);

And

M/s. .... a Company incorporated under the laws of .....and having its registered office at..... (Hereinafter called the “Second Member” which expression shall include its successors)

And

M/s. .... a Company incorporated under the laws of .....and having its registered office at..... (Hereinafter called the “Third Member” which expression shall include its successors)

The Lead Member/First Member, the Second Member and the Third Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Bid”) for the work of .....(Name of project) of Smart Kalyan Dombivili Development Corporation Limited (SKDCL) (hereinafter called the “Purchaser”) in response to Request for Proposal Document (hereinafter called as ”tender” Document) Dated..... for the purposes of submitting the bid no. ....and entering into a contract in case of award for the work of ..... (Name of work).....

WHEREAS, the Purchaser invited bids vide its tender document no. ....for the work of.....AND WHEREAS as per document, Consortium bids will also be considered by the Purchaser provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the Purchaser vide proposal dated ..... based on the Consortium Agreement and the bid with its forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by all the partners and submitted to the Purchaser.

AND WHEREAS Clause <> of tender document stipulates that a Consortium of maximum 3 companies, meeting the requirements stipulated in the tender document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium to the Purchaser and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be ..... Consortium.
2. M/s. .... shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and ..... (Third Member) and further declare and confirm that we shall jointly and severally be bound unto the Purchaser for the successful performance of the obligations under the Request for Proposal (tender) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.
3. The composition or the constitution of the consortium shall not be altered without the prior consent of the Purchaser.
4. The roles and responsibilities of the lead member, second member and the third member of the consortium for execution of various components/activities as defined in the tender document shall be as under:

S. No.	Project Component/Activity	Roles & Responsibility of Lead Member	Roles & Responsibility of Consortium Member(s)
1			
2			
3			
4			

5. It is agreed that the lead member shall be liable for the entire scope of work and risks involved thereof. It is also agreed that all non-lead members of the consortium shall be held equally responsible along with the lead member for the obligations under the tender Document, Contract and this Agreement, as per the scope of work, roles and responsibility agreed in this agreement.
6. For the purpose of this Agreement, the tender Document and the Contract, the Lead member shall be the single point of contact for the SKDCL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the tender Document.
7. If SKDCL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to tender (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the tender and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to SKDCL on its demand without any demur or contest. The Purchaser shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Purchaser to proceed against the Lead bidder before proceeding against or dealing with the other Member.
8. The financial liability of the Consortium Members to the SKDCL, with respect to any of the claims arising out of the performance or non-performance of obligations under the tender and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members.
9. It is expressly agreed by the Members that all the due payments shall be made by the Purchaser to lead member only.
10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

11. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by Purchaser in the tender document.
12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by SKDCL
13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, tender Document and under this Agreement.
14. Any other terms and conditions not in contradiction to the tender and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Lead Bidder)</p> <p>(Signature of authorized representative)</p> <p>Name :</p> <p>Designation:</p>
<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Second member)</p> <p>(Signature of authorized representative)</p> <p>Name :</p> <p>Designation:</p>
<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Third member)</p> <p>(Signature of authorized representative)</p> <p>Name :</p> <p>Designation:</p>

### **12.11 Non – Blacklisting Declaration**

(To be submitted on the Letterhead of all the Sole Bidder or All the Consortium Members)

{Place}

{Date}

To,  
The CEO,  
Smart Kalyan-Dombivli Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West- 421301

Ref: .                      dated

**Subject:** Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted/debarred with any of the Government or Public Sector Units or Smart City SPV of India.

Dear Sir,

We, the undersigned, hereby declare that we are not involved in any litigation with any client which would materially affect our ability to perform obligations as per the RFP and are not under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted / debarred with any of the Central Government Departments or any of the State Departments or Public Sector Units or Smart City SPV of India as on bid submission date.

For and on behalf of

Signature:

(Authorized Signatory)

Name of the person:

Designation:

Company seal:

## 13 Formats for Technical Solution

### 13.1 Unpriced Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidder should refer to the Indicative BoM provided in this tender, and should reproduce the same here. Kindly note that any additional items required should be clearly mentioned under 'additional line items' category towards the end of this table. Also note that details of the make/brand and model against each line item, wherever applicable, should be mentioned. The Bidder may add any additional line item (with adequate details) in the proposed BoM table below (towards the end of the table), that may be required to fulfil the tender and project requirements in totality. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

#### 13.1.1 Unpriced Bill of Material for all components (Edge device, Hardware, network, security, etc.)

Unpriced Bill of Material						
#	BoM Line Item	Unit of measurement	Quantity Proposed (repeat the indicative quantity as provided in RFP)	Make / Brand	Model Details	Full Compliance with RFP Requirements (Yes / No)
1						
n						

#### 13.1.2 Information about all software components being proposed

#	Software / Network Component	Product Name version and technology	Module	Sub-module	Function / Purpose of the line item
1					
n					
	Bidder to add lines as required				

### 13.2 Details of Experience of the Bidder

As per the format below, the bidder should provide information for each project on similar assignments required for Qualification.

Credential for < Qualification Criteria No.		
Sr. No.	Name of the Organization - <<Name of the Bidder that have executed / executing the project>>	
Parameter	Details	
General Information		
21.	Customer Name	



Credential for < Qualification Criteria No.			
Sr. No.	Name of the Organization - <<Name of the Bidder that have executed / executing the project>>		
	Parameter	Details	
22.	Name of the contact person and contact details for the client of the assignment		
23.	Whether client visit can be organized	(YES / NO)	
<b>Project Details</b>			
24.	Project Title		
25.	Start Date and End Date		
26.	Government/Private/PSU/Others please specify		
27.	Geographical Coverage (No. of locations the project covers)		
28.	Date of Go-Live		
29.	Total Cost of the project		
30.	Current Status (Live / completed / on-going / terminated / suspended)		
31.	No of staff provided by your company		
32.	Please indicate the current or the latest AMC period with the client ( <i>From Month –Year to Month-Year</i> )		
33.	Please indicate whether the client is currently using the implemented solution		
<b>Size of the project</b>			
34.	Order Value of the project (in lakhs)		
35.	Capital Expenditure involved (in lakhs)		
36.	Cost of services provided by the bidder (in Lakhs)		
37.	Cost of services provided by the partners if involved (in Lakhs)		
38.	Number of total users and concurrent users of the solution at the client location(s):	Total users	
		Concurrent users	
39.	Training responsibilities of Bidder		
40.	Any other information to be shared with SKDCL		
<b>Narrative Description of the Project:</b>			

Credential for < Qualification Criteria No.	
Sr. No.	Name of the Organization - <<Name of the Bidder that have executed / executing the project>>
Parameter	Details
<b>Detailed Description of actual services provided by Bidder:</b>	
<b>Documentary Proof:</b>	
<b>Highlights of the Key Result Areas expected and achieved</b>	
<b>List of modules and sub-modules implemented</b>	

**Certification:** I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the Projects implemented by our Company.

Signature of Authorized Signatory (with official seal)

Name :  
 Designation :  
 Address :  
 Telephone & Fax :  
 E-mail Address :

### 13.3 Manufacturer's Authorisation Form

To,  
The CEO,  
Smart Kalyan-Dombivili Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West- 421301

**Sub: Authorization of <company name of Bidder> to Provide Services Based on Our Product(s)**

Sir,

1. This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products/solutions listed below. I/We confirm that <name of Bidder> have due authorization from us to provide services to SKDCL, that are based on our product(s) listed below as per Request for Proposal (tender) document relating to Selection of Implementing Agency for Energy Efficient Street Lighting on Pilot Basis at Kalyan-Dombivili. We further endorse the warranty and contracting terms provided by bidder to SKDCL.
2. I/We also undertake that we will provide support to SKDCL in quality of deliverables and in ensuring that the solution is implemented in the best of ways by exploiting all the capabilities offered by the solution, to meet the requirements of SKDCL.
3. We herewith certify that the equipment / software products quoted by us are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 7 years from the date of Submission of the Bid.

<u>S. No.</u>	<u>Product Name</u>	<u>Remarks</u>

Yours faithfully,

Authorised Signatory

Designation

OEM's company name

CC: Bidder's corporate name

## 14 Formats for Financial bid

### 14.1 Financial Bid Covering Letter

To,

Date

The CEO,  
Smart Kalyan-Dombivli Development Corporation Ltd.,  
Opposite APMC Market,  
Kalyan West- 421301

**Subject:** Submission of the Financial bid for <“Name of the Bid”>

Dear Sir,

#### 1. Price and Validity

All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of submission of the Proposal.

#### 2. Taxes

We hereby confirm that our proposal prices include all taxes existing as on the date of submission. We have studied the clause relating to Indian Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we shall pay the same. However any variation in tax apart from income tax will be reimbursed by the SKDCL based on actual prevailing rates as on the date of invoice.

#### 3. Tender Pricing

We further confirm that the prices stated in our proposal are in accordance with all requirements, instruction, terms and conditions and procedures included in RFP documents.

#### 4. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

#### 5. Proposal Price

We declare that our proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. The price quoted will remain firm during the contract period.

6. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.
7. We understand that our Proposal is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Proposal you receive.
8. We confirm that no deviations are attached here with this commercial offer.

Yours sincerely,  
(Authorised Signatory)  
Signature:  
Name:  
Designation:  
Company Seal and Address:

## **14.2 General Instructions**

1. Bidder should provide all prices as per the prescribed format under this Annexure.
2. All the prices are to be entered in Indian Rupees ONLY
3. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. The prices should also specify be five year support cost as per provided formats.
4. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
5. SKDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
6. SKDCL shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
8. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, SKDCL, retains the right to negotiate this rate for future requirement. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
9. For the purpose of evaluation of Commercial Bids, SKDCL shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
10. Bidder should refer to the RFP for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.
11. Line items mentioned in the Commercial Formats are for representation purpose and bidder may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
12. Bidder shall reduce the bandwidth rates if the prevailing rate as per TRAI, are decreased during the contract period (reduction in bandwidth rate shall be in proportion to the TRAI rate reductions).

### 14.3 Financial Bid Format

#### Summary of all Cost Components

#	Description	Unit	Quantity	Unit Price	Total Price	Amount in Rs. Lakh
1	<b>Supply of LED Street light</b>					
	90W LED Street Light Fixtures with Built – In Individual Controllers and Dimming Function	Nos	64			
	120W LED Street Light Fixtures with Built – In Individual Controllers and Dimming Function	Nos	97			
	Subscription for Six Months of Centralized Light Management Software for street light application with monitoring, reporting, evaluation, alerts and notification function, and suitable Network Connectivity with Cloud Hosting Charges	Nos	1			
2						
	Dismantling, Installation and Commissioning - Streetlights	Nos	161			
	<b>Total CAPEX</b>					
4	<b>O&amp;M</b>					
	O&M For Six Months	Per Six months	161			
<b>Total Cost</b>						
<b>GST @ %</b>						
<b>Grand Total</b>						

## 15 Annexures

### 15.1 Format for Performance Bank Guarantee

(To be submitted on Rs. 500/- (five hundred) non judicial stamp paper)

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

M/s Smart Kalyan-Dombivli Development Corporation Limited (SKDCL),  
Sarvodaya Mall,  
Near APMC Market,  
Kalyan (West) Dist.  
Thane - 421301. INDIA.

Dear Sirs,

In consideration of M/s **Smart Kalyan-Dombivli Development Corporation Limited (SKDCL)**, [hereinafter referred to as '**SKDCL**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s \_\_\_\_\_ having its registered/principal office at \_\_\_\_\_ [hereinafter referred to as "**Supplier/Contractor**"]

**Note (i)** which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **SKDCL** a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said "**Supplier/Contractor**" **Note (i)** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of Contract / Work Order / Purchase Order no. **Note (ii)** \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **SKDCL** on the said '**Supplier/Contractor**', **Note (i)** we

[Hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **SKDCL** an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **SKDCL** on us due to a breach committed by the said "**Supplier/Contractor**" **Note (i)** of the terms and conditions of the **Order**.

1. We \_\_\_\_\_ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **SKDCL** stating that the "**Supplier/Contractor**" **Note (i)** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **SKDCL** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said "**Supplier/Contractor**" **Note (i)** regarding the validity of such breach and we agree to pay the amount so demanded by **SKDCL** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].

2. We, \_\_\_\_\_ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **SKDCL** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **SKDCL** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the "**Supplier/Contractor**" **Note (i)** and accordingly discharge the guarantee.

3. We \_\_\_\_\_ **the Bank**, undertake to pay to **SKDCL** any money so demanded notwithstanding any dispute or disputes raised by the said "**Supplier/Contractor**" **Note (i)** in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and they said "**Supplier/Contractor**" **Note (i)** shall have no claim against us for making such payment.



4. We \_\_\_\_\_ **the Bank** further agree that **SKDCL** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said “**Supplier/Contractor**” **Note (i)** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **SKDCL** against the said “**Supplier/Contractor**” **Note (i)** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said “**Supplier/Contractor**” **Note (i)** or for any forbearance, act or omission on the part of **SKDCL** or any indulgence by **SKDCL** to the “**Supplier/Contractor**” **Note (i)** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, **SKDCL** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period ) (**the period should be additional six months from effective period of security/performance guarantee**) Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period including additional period of six months over contractual/extended period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of **BANK & Branch**) \_\_\_\_\_.

8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said “**Supplier/Contractor**” **Note (i)** or the provision of the contract between “**Supplier/Contractor**” **Note (i)** and **SKDCL**.

9. The **BANK** hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between **SKDCL** and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to **Chief Executive Officer (CEO) Smart Kalyan-Dombivli Development Corporation Limited (SKDCL)** at its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301. INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, \_\_\_\_\_ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **SKDCL** in writing.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,  
For and on behalf of \_\_\_\_\_. (Bank)  
Signature of Authorized Official of bank  
Name of the Official:  
Designation of the Official:  
Name of Bank:  
Branch:  
Address of Branch:  
Telephone / Mobile No:  
Fax No:  
Email Id:

#### **While issuing Bank Guarantee,**

**(Note:** Strikeout which is not applicable at all places is the format ‘**Supplier/Contractor**’  
**(i)** For supply - the word supplier will remain  
For contracts/work order - the word contractor will remain  
**(ii)** For contracts/work order/purchase order only one applicable word will remain.  
For example for supply only purchase order no. will remain)

## 15.2 Format For Bank Guarantee For Mobilisation Advance

(To be submitted on Rs. 500/-(five hundred) non judicial stamp paper)

Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_

M/s Smart Kalyan Dombivili Development Corporation Limited (SKDCL)  
Sarvodaya Mall,  
Near APMC Market,  
Kalyan (West)  
Dist. Thane - 421301. INDIA

Dear Sir,

In consideration of M/s **Smart Kalyan Dombivili Development Corporation Limited (SKDCL)** a Company incorporated under Companies Act, and having its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301. INDIA. [hereinafter referred to as '**SKDCL**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to make an advance payment of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] in one or more instalments to M/s \_\_\_\_\_ a company incorporated under \_\_\_\_\_ Act and having its registered office at \_\_\_\_\_ [hereinafter referred to as "**Contractor/Supplier Note (i)**" which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], provided the **Contractor/Supplier Note (i)** furnishes a bank guarantee for the said sum of Rs. \_\_\_\_\_ [ Rupees \_\_\_\_\_ ] as required under the terms and conditions of CONTRACT / Work Order / Purchase Order No. **Note (ii)** \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred to as "the Order"] placed by **SKDCL** on the said **Contractor/Supplier Note (i)**, we \_\_\_\_\_, a banking company incorporated under the Banking Regulations Act, having our registered office at \_\_\_\_\_ [hereinafter referred to as "**the BANK**" which expression shall include its successors and assigns ] do hereby undertake to pay **SKDCL** an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **SKDCL** on us due to default in repayment of the advance and/or applicable interest thereon by the said **Contractor/Supplier Note (i)**.

1. We \_\_\_\_\_, the bank, hereby undertake to pay the amount under the guarantee without demur merely on a demand received in writing from **SKDCL** stating that there is a default in repayment of advance and/or interest by the **Contractor/Supplier Note (i)** or that, by the reasons of the **Contractor/Supplier Note (i)**'s failure to comply with the terms and conditions as stipulated in the Order or amendments(s) thereto, **SKDCL** is of the opinion that the **Contractor/Supplier Note (i)** would not repay the said advance and/or interest thereon. The demand made on the **BANK** shall be conclusive as to the default and also as to the amount due and payable by the **BANK** under this guarantee, notwithstanding any dispute or disputes raised by the said **Contractor/Supplier Note (i)** regarding the validity of such default and we agree to pay the amount so demanded by **SKDCL** without any demur. However, our liability under this

guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].

2. We, \_\_\_\_\_, the bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the recovery of the said advance along with interest thereon and that it shall continue to be enforceable till all the dues of **SKDCL** under or by virtue of the said Order have been fully paid and its claim satisfied or discharged.

3. We \_\_\_\_\_, the bank, undertake to pay to **SKDCL** any money so demanded notwithstanding any dispute or disputes raised by the said **Contractor/Supplier Note (i)** in any suit or proceedings pending before any court or tribunal relating thereto, as our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the said **Contractor/Supplier Note (i)** shall have no claim against us for making such payment.

4. We \_\_\_\_\_, further agree that **SKDCL** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the Order or to extend time for completion of the contractual obligation by the said **Contractor/Supplier Note (i)** from time to time or to postpone for any time or from time to time any of the powers exercisable by **SKDCL** against the said **Contractor/Supplier Note (i)** and to forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Contractor/Supplier Note (i)** or for any forbearance, act or omission on the part of **SKDCL** or any indulgence by **SKDCL** to the **Contractor/Supplier Note (i)** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, **SKDCL** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period) **(the period should be additional six months from effective period of contract)**. Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period including additional period of six months over contractual/extended period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of **BANK & Branch**) \_\_\_\_\_ .

8. This guarantee will not be discharged due to change in the constitution of the **BANK** or of the said **Contractor/Supplier Note (i)** or the provision of the contract between **Contractor/Supplier Note (i)** and **SKDCL**.

9. The **BANK** hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between **SKDCL** and the **BANK** and that all the future correspondence in regard to this bank guarantee shall be addressed to **Chief Executive Officer (CEO), Smart Kalyan Dombivli Development Corporation Limited (SKDCL)** and its registered office at Sarvodaya Mall, Near APMC Market, Kalyan (West) Dist. Thane - 421301.INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, \_\_\_\_\_, the bank, lastly undertake not to revoke this guarantee during its currency, without the previous consent of the **SKDCL** in writing.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,

For and on behalf of \_\_\_\_\_. (Bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No:

Email Id:

**While issuing Bank Guarantee for advance payment,**

**(Note:** Strikeout which is not applicable at all places is the format **Supplier/Contractor**

**(i)** For supply - the word supplier will remain

For contracts/work order - the word contractor Note (i) will remain

**(ii)** For contracts/work order/purchase order only one applicable word will remain.

For example for supply only purchase order no. will remain)

Bank Guarantee of 110% of mobilisation advance payment to be given.