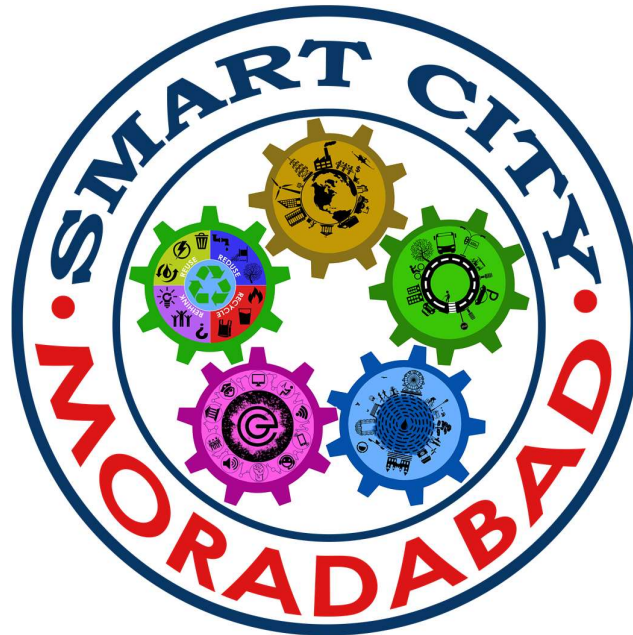


**RFP FOR DESIGN, SUPPLY, FITTING, TESTING AND  
COMMISSIONING OF 20 NUMBERS HYBRID SOLAR LED  
HIGH MAST LIGHTENING SYSTEM HAVING 9 METER  
HEIGHT WITH DEFECT LIABILITY PERIOD AND  
OPERATION AND MAINTENANCE FOR A PERIOD OF 5  
YEARS**



ISSUED BY:

CHIEF EXECUTIVE OFFICER,

MORADABAD SMART CITY LIMITED,

Moradabad Smart City, Type- D/A-3, Eleven Orchid,

Near Circuit House, Moradabad. – 244001

0591-2424200



## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP")/ Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by Moradabad Smart City Limited (the "MSCL") including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

MSCL 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.

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

The issue of this RFP does not imply that the MSCL is bound to select a Bidder or to appoint the Selected Bidder or Bidders, as the case may be, for the Project and MSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

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

CHAPTERS

Contents

SECTION-I NOTICE INVITING TENDER ..... 1

Section 2: Instruction to Bidders ..... 3

1. INTRODUCTION AND GENERAL INSTRUCTION TO BIDDERS..... 3

NAME OF THE WORK: ..... 3

*"Design, Supply, Fitting, Testing and Commissioning of 20 numbers of Hybrid Solar LED High Mast Lightening Systems having 9 meters height and Operation and Maintenance of 4 Year."* 3

DEFINITIONS..... 3

2. Eligible Bidders: ..... 3

3. Cost of Bidding:..... 4

4. Instruction for Online Bid Submission ..... 4

5. FRAUD AND CORRUPT PRACTICES ..... 5

6. TERMS OF BIDDING ..... 6

7. BID DOCUMENTS: ..... 7

8. CLARIFICATION OF BID DOCUMENTS: ..... 8

9. AMENDMENT OF BID DOCUMENT: ..... 8

10. DOCUMENTS COMPRISING THE BID: ..... 8

11. BID FORM: ..... 10

12. BID PRICES: ..... 10

13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: 11

14. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: 11

15. BID SECURITY: ..... 12

16. PERIOD OF VALIDITY OF BIDS: ..... 12

17. FORMATS AND SIGNING OF BID ..... 12

18. BID SUBMISSION: ..... 13

19. LATE BIDS:..... 14

20. MODIFICATIONS AND WITHDRAWAL OF BIDS: ..... 14

21. OPENING OF BIDS: ..... 15

22. PRE BID MEETING: ..... 15

23. TECHNICAL EVALUATION:..... 15

24. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF

SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:.....	16	
25. BID EVALUATION.....	17	
26. EVALUATION AND COMPARISON.....	18	
27. PERFORMANCE SECURITY.....	19	
28. SCHEDULE OF PAYMENT.....	19	
29. Payments.....	20	
30. TIME SCHEDULE:.....	21	
31. CONTACTING THE PURCHASER:.....	21	
32. AWARD OF CONTRACT.....	21	
33. ANNULMENT OF AWARD:.....	22	
34. DEBARRING.....	22	
35. DISQUALIFICATION.....	23	
		SECTION – III 25
		DATA SHEET 25
		SECTION IV 30
		ANNEXURES 30
Annexure – I.....	31	
SCOPE OF WORK.....	31	
1. Background and Objectives of Sub Project.....	31	
1. GENERAL TECHNICAL SPECIFICATION.....	32	
4. Light Source:.....	35	
5. ELECTRONICS.....	36	
Annexure -II.....	42	
BID FORM 42		
Annexure-III.....	44	
PRICE SCHEDULE.....	44	
Annexure IV.....	45	
PERFORMANCE SECURITY BOND FORM.....	45	
Annexure - V.....	46	
Contract Form.....	46	
Annexure VI.....	47	
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING.....	47	
Annexure VII.....	48	
CHECK LIST and the order in which the documents are to be submitted for the Technical bid.....	48	

Annexure VIII .....	52	
CHECK LIST and the order in which the documents are to be submitted for the financial bid .....	52	
Annexure – IX .....	53	
Format for Declaration by the Bidder for not being Blacklisted / Debarred .....	53	
Annexure – X.....	54	
AGREEMENT FOR EXECUTION OPERATION AND MAINTENANCE.....	54	
Annexure – XI .....	56	
TENDER ACCEPTANCE LETTER.....	56	
Annexure XII .....	57	
Format of sending pre-bid queries .....	57	
		SECTION 5
		58
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT .....	58	
1.    APPLICATION:.....	58	
2.    STANDARDS: .....	58	
3.    PATENT RIGHTS: .....	58	
4.    PERFORMANCE SECURITY:.....	58	
5.    INSPECTION, VALIDATION AND TESTS .....	58	
6.    DELIVERY:.....	59	
7.    WARRANTY:.....	60	
8.    PAYMENT TERMS: .....	60	
9.    PRICES .....	61	
10.   Change in Purchase Order: .....	61	
11.   SUBCONTRACTS .....	61	
12.   DELAYS IN THE SUPPLIER’S PERFORMANCE: .....	61	
13.   LIQUIDATED DAMAGES .....	62	
14.   FORCE MAJEURE.....	62	
15.   TERMINATION FOR DEFAULT .....	63	
16.   TERMINATION FOR INSOLVENCY .....	63	
17.   ARBITRATION .....	63	
18.   SET OFF .....	65	
19.   PRODUCT DETAILS .....	65	
		SECTION - VI
		73
SPECIAL CONDITIONS OF CONTRACT .....	73	



MORADABAD SMART CITY LIMITED

Moradabad Smart City Limited,  
Water Works Compound, Pili Kothi,  
Civil Lines, Moradabad.  
0591-29710021

## SECTION-I NOTICE INVITING TENDER

**No.:**

**Date:**

The Chief Executive Officer (CEO), Moradabad Smart City Limited (MSCL) invites sealed proposal for the following work:

S. No.	Name of the Project	Tender Fee Non-Refundable (Rs.)	Earnest Money Deposit (Rs.)	Tender Download Start Date and Time	Last time and date for online bid submission	Date and Time of Pre-Bid Meeting
1	Design, Supply, Fitting, Testing and Commissioning of 20 numbers of Hybrid Solar LED High Mast Lightening Systems having 9 meters height with Defect Liability Period and Operation and Maintenance of 5 Years.	5,000	1,65,000	27.02.2020 16:00 Hrs	29.03.2020 13:00 Hrs	13.03.2020 15:00 Hrs

1. Tender documents will be available and can be downloaded from the e-procurement website [www.etender.up.nic.in](http://www.etender.up.nic.in) and [www.moradabadsmartcity.in](http://www.moradabadsmartcity.in).
2. Bidders are requested to submit their tender fee in form Demand Draft payable to "Municipal Commissioner/Chief Executive Officer, Moradabad Smart City Limited" Payable at Moradabad from any scheduled nationalized bank.
3. The last date of Pre-Bid Queries submission is 12.03.2020 till 4:00 pm through E-Mail on email id [moradabadsmartcitylimited@gmail.com](mailto:moradabadsmartcitylimited@gmail.com)
4. The response to the Pre Bid Queries would be uploaded on the website [moradabadsmartcity.in](http://moradabadsmartcity.in). and mailed to the respective e-mails from which the queries would be received.
5. If any date specified herein is a holiday, then the next working day would be considered for the activity and the time will remain the same.
6. Other details can be seen in the RFP Document.

**Chief Executive Officer,**  
Moradabad Smart City Limited,  
**Moradabad**



# **INSTRUCTION TO BIDDERS**

## **(ITB)**

## Section 2: Instruction to Bidders

### 1. INTRODUCTION AND GENERAL INSTRUCTION TO BIDDERS

Moradabad city is has many brass industries and therefore has high electrical power demand. Also, Moradabad City has high potential for solar power generation. Therefore, any effort for solar power generation is very useful. Keeping this in view, solar power generation sub projects are included in Moradabad Smart City proposal. Providing solar high mast light at road junctions and public places is one of the sub projects for solar power generation. This sub project will provide benefits by producing safe and clean energy and providing illumination in public places at night. The sun projects will very useful to provide safety to people at night. The objectives of the sub projects are:

- i) To power up street lighting system at required locations through solar energy.
- ii) To mitigate the dependence on fossil fuel based electricity generation and encourage environment friendly Solar electricity generation.
- iii) Savings in transmission and distribution loss.

#### NAME OF THE WORK:

*"Design, Supply, Fitting, Testing and Commissioning of 20 numbers of Hybrid Solar LED High Mast Lightening Systems having 9 meters height with Defect Liability Period and Operation and Maintenance of 5 Years."*

#### 1.1 DEFINITIONS

- (a) "The Purchaser/ Tender Inviting Authority (TIA)" means Moradabad Smart City Limited (MSCL).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Vendor" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, electronic Hardware/Software and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (f) "Validation" is a process through which the equipment/System is tested to ascertain its performance against set technical standards as per Tender Specification. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.

### 2. Eligible Bidders:

This invitation for bids is open to Original Manufacturers (OEM)/ Authorized Dealers /

Authorized distributors / Indian Companies of the tendered equipment as specified in Annexure-I. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a currently valid Goods and Service Tax (GST) Registration Certificate.

### **3. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **4. Instruction for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://etender.up.nic.in>

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://www.etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge.
4. During enrolment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
5. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
6. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smart Card, should be registered.
7. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
8. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
9. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
10. Bidder should take into account the corrigendum, if any published before submitting the bids online.
11. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
12. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder. From my tender folder, he may select the tender to view all the details uploaded there.
13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.

14. Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats.
15. If there is more than one document, all may be clubbed together and provided in the requested format.
16. Bid documents may be scanned with 100 dpi with black and white option.
17. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
18. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
19. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
20. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
21. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
23. The bidder has to digitally sign and upload the required bid documents one by one as indicated.
24. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document including General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) without any exception.
25. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
26. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
27. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
28. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.

## **5. FRAUD AND CORRUPT PRACTICES**

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

- i. Defines, for the purposes of this provision, the terms set forth as follows:
  - a. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - b. "fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- ii. will reject a Bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- iii. will declare a Bidder/firm ineligible, either indefinitely or for a stated period of time, to be awarded any MSCL contract if it at any time determines that the Bidder/firm has engaged in corrupt or fraudulent practices in competing for or in executing, any MSCL contract.

## **6. TERMS OF BIDDING**

This Request for Proposal (RFP) is open to all Bidders.

- Joint venture/ Consortium is not allowed.
- Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract Agreement as given in GCC and SCC in Section- V and VI shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- The Bid shall be unconditional. In case there is any condition or any other stipulation contained in the Bid, the Bid shall be liable for rejection as a non-responsive Bid.
- Any deviation from the specifications mentioned in the Bid document shall not be accepted.
- The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- The Bidding Documents including this RFP and all attached documents are and shall remain the property of MSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use this information for any purpose other than for preparation and submission of their Bid. MSCL will not return any Bid or any information provided along therewith.
- A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of MSCL in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA/ Purchase Order or (ii) execution of the Contract Agreement. In the event any such

adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA/ Purchase Order or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA/ Purchase Order or the Contract Agreement and without prejudice to any other right or remedy of MSCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which MSCL may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without MSCL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in any manner for matters related to or incidental to such Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## **7. BID DOCUMENTS:**

7.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Notice Inviting Tender (Section I)
- b) Instructions to Bidders along with instructions for online bid submission (Section II)
- c) Data Sheet (section III)
- d) Technical Specifications and Schedule of Requirements (Annexure I)
- e) Format for Bid Form (Annexure II)
- f) Price Schedules (for reference & read only purpose) (Annexure III)
- g) Format for Performance Security Bond Form (Annexure IV)
- h) Format for Contract Form (Annexure V)
- i) Format for Letter of authorization to attend bid opening (Annexure VI)
- j) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)
- k) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)
- l) Format for Declaration of not being Blacklisted (Annexure IX)
- m) Agreement for Execution of Operation and Maintenance (Annexure X)
- n) Format for Tender Acceptance Letter (Annexure XI)
- o) Format for sending Pre Bid Queries (Annexure XII)
- p) General (Commercial) Conditions of the Contract (Section V)
- q) Special Conditions of the Contract (Section VI)

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

## **8. CLARIFICATION OF BID DOCUMENTS:**

### **Clarification required by the Bidder:**

8.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

8.2 Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

8.3 No queries or clarification would be entertained after the pre bid meeting.

### **Clarification required by the TIA/ Purchaser:**

8.4 To assist in the examination, evaluation and comparison of bids the TIA/Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing

## **9. AMENDMENT OF BID DOCUMENT:**

9.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

9.2 The amendments shall be notified online or via newspapers only through corrigendum, if any.

9.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **10. DOCUMENTS COMPRISING THE BID:**

Online bids under two-envelope/ cover system comprising of

- (1) The Technical bid and
- (2) Financial bid should be submitted online on e-Procurement Portal

Two (2) hard copies should be submitted. For the hard copies three envelopes would be prepared:

- A. The Bid Cost and EMD
- B. The Technical bid and
- C. The Financial bid

The Envelope "A" and "B" should be kept in another big envelope that should be super

scribed with the Name of the Work and Tender No.

10.1 The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.

- a) The Check list [as per Annexure- VII]
- b) Letter of Authorization to attend bid opening [as per Annexure – VI]
- c) Power of Attorney duly registered [As per clause 27 of Section II]
- d) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document by authorized person(s) [as per clause 14 of section II ]
- e) Certificate of Incorporation/ Registration of Firm Certificate/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 13 of Section II]
- f) Copy of Income Tax Return for last three Financial Years [as per clause 13 of section II]
- g) Copy of PAN [as per clause 13 of section II]
- h) Copy of Goods and Service Tax Registration Certificate [as per clause 13 of section II]
- i) Format for Declaration of not being Blacklisted (as per Annexure –IX)[as per Clause 13 of Section II]
- j) No near relative certificate [as per Clause 34 of Section II]
- k) Tender Acceptance Letter [as per Annexure-X]
- l) Proof of execution of Work of Similar Nature as specified in Clause 23

10.2 The financial bid shall contain:

- a) The check list [as per Annexure—VIII]
- b) Bid Form [as per Annexure – II]
- c) Price schedule (Bill of Quantity/ Price Bid) (Annexure-III) [to be submitted online]

Instructions:

- a. The format of Bid Form (as given in the NIT at **Annexure -2**) will be downloaded by the bidder and will be printed on Bidder’s letter head and duly “Signed & Sealed” scanned copy of the same will be uploaded during bid submission. This will be the covering letter of the bidder for his submitted bid. The content of the “Bid Form” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

**It may be noted that if the information/declaration/Credentials/ scanned documents furnished in support of the claims made in the Bid or same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, such bidder will be liable to punitive action.**

The physical signature in the Bid Form will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

**Note:**

1. In case the bidder who has signed the Bid Form is the DSC holder, no additional documents are required.



2. In case the bidder who has signed Bid Form is not the DSC holder, then the authorization on non - judicial stamp paper duly notarized by the person signing the Bid Form i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Bid Form.

If there is any change in the contents of Bid Form uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

## **11. BID FORM:**

The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

## **12. BID PRICES:**

12.1 The bidder shall indicate "Per Unit Price", "Total Price" against each item of goods and "Total Price of all Items" it proposes to supply, in the Price Schedule given in Annexure – III. From "Total Price of all Items", "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) may be deducted and on the balance amount taxes/duties/levies may be calculated to arrive at the total value of contract as per Annexure – III.

12.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- I. The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies] for each individual item.
- II. The bidder shall quote only one price for each item.
- III. The total price for each individual item shall be entered after multiplying the quantity with total unit price.
- IV. The Total Price of all Items" shall be calculated by adding the "Total Price" of each individual item. From this "Total Price of all Items" "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) should be deducted and on the balance Taxes/Duties/Levies may be calculated to arrive at the "Total Value of Contract".
- V. Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
- VI. Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.

12.3 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.

12.4 The prices quoted shall remain valid for 180 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

12.5 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.

12.6 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

12.7 The price approved by the MSCL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 12.1 above. Break up in various heads like Custom duty, Excise duty, Goods and Service Tax, Insurance, freight and other taxes paid/payable as per clause 12.2 is for the information of the purchaser.

12.8 If there is any reduction in the rates of any taxes the benefit of same shall be passed on to the Purchaser.

12.9 All the prices, taxes, levies etc. should be quoted in INRs otherwise tender will not be accepted. No foreign exchange will be made available by the purchaser.

### **13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

13.1 The bidder should scan and submit online, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- (ii) Registration Certificate from relevant Authority.
- (iii) Copy of Income Tax Return for last three Financial Years
- (iv) Copy of PAN
- (v) Copy of Goods and Service Tax Registration Certificate
- (vi) Copy of Annexure VII
- (vii) Format for Declaration of not being Blacklisted (as per Annexure –IX)

### **14. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

14.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the MSCL's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. A bid without clause-by-clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

## 15. BID SECURITY:

15.1 Bidders shall furnish, as part of his bid, Tender Fee of Rs. 5,000/- (Rupees **Five Thousand** only) also needs to be delivered physically at the same address on or before last date & time for submission of bids and an EMD/ bid security for an amount of Rs. 1,65,000/- (Rupees **One Lakh Sixty Five Thousand** only) in the form of Demand Draft/ Banker's Cheque/ Small savings (NSC's etc.) from any scheduled Bank in favour of "Municipal Commissioner/ Chief Executive Officer, Moradabad Smart City Limited" payable at Moradabad, valid for a period of 180 days from the date of Tender opening and shall be delivered physically to Smart City Office, Peeli Kothi, Moradabad on or before Bid submission end date & time.

15.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to clause 15.5.

15.3 The bid security of the unsuccessful bidder will be returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

15.4 The successful bidder's bid security will be discharged within 30 days, upon the bidder's acceptance of the purchase/work order satisfactorily pursuant to clause 27 and furnishing the performance security.

15.5 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails:

- to accept or honor purchase/work order.
- to sign the contract in accordance with clause 32
- to furnish performance security in accordance with clause 27.

## 16. PERIOD OF VALIDITY OF BIDS:

16.1 Bid shall remain valid for **180** days after the date of bid opening prescribed by the Purchaser in Section 3 Data Sheet. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## 17. FORMATS AND SIGNING OF BID

17.1 The bidder shall prepare the Technical and Financial bids separately.

17.2 The copy of bid shall be typed or printed and all the pages numbered consecutively and each page shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power of Attorney duly registered.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be authenticated by the person or persons authorized for signing the bid.

## **18. BID SUBMISSION:**

18.1 Bidder should log into the site <http://etender.up.nic.in> well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time for bid submission.

18.2 Bidder should prepare and submit the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority/ Purchaser, along with a copy in duplicate of the original on or before the last date & time of bid submission. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

18.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

18.4 Bidder shall select the payment option as offline or online to pay the Tender Fee/ EMD (If required, enter details of the relevant instrument).

18.5 Bidder shall digitally sign / sign and upload the required bid documents one by one as indicated in the tender document.

18.6 Bidders shall note that the very act of downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

18.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the bid.

18.8 Bidders shall submit their bids through online e-tendering system to the Tender Inviting

Authority (TIA)/ Purchaser well before the last date and time for bid submission as per Server System Clock. The TIA/Purchaser will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

18.9 After the bid submission, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

18.10 Bidder should follow the server time, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

#### 18.1.11 **Site visit and verification of information**

1. Bidders should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the project sites. Bidders are suggested to submit their respective Bids after visiting the project sites and ascertaining for themselves the stretches, the field conditions, applicable laws and regulations and any other matter considered relevant by them. MSCL shall facilitate the selected bidder on best effort basis in maintaining/obtaining applicable approvals/laws/ regulations as required for the project. Any cost incurred for this purpose shall not be claimed from MSCL. The MSCL will not be responsible for providing space or any other infrastructure facility for the project.
2. MSCL 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 RFP Documents or the Bidding Process, including any error or mistake therein or in any information or data given by MSCL.
3. It shall be deemed that by submitting a Bid, the Bidder have:
  - ✓ made a complete and careful examination of the Bidding Documents;
  - ✓ made site visit to ascertain the information relating to the Project;
  - ✓ received all relevant information requested from MSCL;
  - ✓ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of MSCL relating to any of the matters;
  - ✓ satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
  - ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from MSCL, or a ground for termination of the Contract Agreement;
  - ✓ Acknowledged that it does not have a Conflict of Interest; and Agreed to be bound by the undertakings provided by it under and in terms hereof.

#### 19. **LATE BIDS:**

19.1 Bids will not be received by the Purchaser after the deadline for online submission of bids is over.

#### 20. **MODIFICATIONS AND WITHDRAWAL OF BIDS:**

20.1 The bidder can modify or withdraw his bid after submission only, if resubmission / withdrawal has been configured by TIA/ Purchaser during tender creation process.

20.2 No bid shall be modified subsequent to the deadline for submission of bids.

## **21. OPENING OF BIDS:**

21.1 Bid opening committee (BOC) formed by MSCL, will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure- VI).

21.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening process physically.

21.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

## **22. PRE BID MEETING:**

- A pre-bid meeting is scheduled to be held on the date & time specified in the Data Sheet at the venue specified in the Data Sheet Section 3.
- The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of MSCL.
- The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- AUTHORITY (TIA) shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
- AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.
- The Format for sending Pre Bid Queries has been provided in Annexure XII
- It is advisable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, MSCL will not respond to questions or inquiries after the Pre-Bid Meeting on any pretext whatsoever.

## **23. TECHNICAL EVALUATION:**

23.1 Purchaser shall evaluate the technical bids to determine whether bidders are eligible and their bids are complete in all respect, required securities/ sureties have been furnished, the attached documents have been properly signed and the

bids are generally in order and would upload the result of Technical Evaluation online on the Portal and Smart City Website.

## **23.2 Technical Evaluation Criteria:**

### ***General Experience:***

The Bidder should have experience in similar nature and size works contract for each of the last five years in the role of contractor prior to the bid submission deadline.

The term "similar nature works contract" will mean Outdoor/ LED Street Lighting/LED High Mast Lighting Works Contract.

### ***Specific Work Experience:***

The bidder should have successfully completed at least one similar nature and size works contract as given below over a period of five (5) years ending on deadline for bid submission.

### ***Specific Work Experience Requirement***

One Contract of at least **Rs.32** Lac excluding taxes

In support of above experience criteria, the Bidder shall submit the documents and information, which will include the copy of contract/work order, completion certificate, reference on past performance etc., required to demonstrate that the Bidder meets the above requirements.

### ***Copy of Valid Electrical License***

Bidder must submit a copy of valid Electrical License.

### ***Key Experts***

Bidder must have one diploma in Electrical Engg. And one diploma in Civil Engg. The bidders should provide an affidavit along with Certificates.

- 23.3 Prior to the Financial Bid opening, pursuant to clause 24, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.4 A bid that is not substantially responsive will be rejected by the Purchaser and shall, not subsequent to the bid opening, be made responsive by the bidder by correction of the non- conformity, or by submitting additional documents.

## **24. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:**

### **24.1 Financial Qualification Criteria:**

Annual Turnover: The Bidder's annual turnover in any of last Three (3) years

should be as per the table below for the number of cities applied for. Annual turnover is total certified payments received for contracts in progress or completed during the financial year.

Availability of Financial Resources: The Bidder must produce evidence of access to or availability of credit facility certified by a reputed Bank to meet the cash-flow requirement of amount specified in the following table for the number of cities applied for.

The Bidder must produce undertaking that the bidder would be able to invest a minimum cost of as per the table below for the number of cities applied for during implementation of the works contract.

Financial Qualification Criteria	Annual Turnover	Availability of Financial Resources	Investment Capability
For Moradabad Smart City Limited	Rs. 150 Lacs	Rs. 32 Lacs	Rs. 45 Lacs

The Bidder is to submit audited balance sheets of their financial turnover/accounts for the last Three (3) years, along with the bid. Where necessary, the Employer will make enquiries with the Bidder's Bankers.

- 24.2 The purchaser shall shortlist bids of those bidders who are eligible and have submitted substantially technical responsive bid for opening of financial bid. The bidders declared successful in technical evaluation would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened by MSCL.
- 24.3 The Bill of Quantity / Price Bid if found modified/tampered by the bidder, then the bid will be rejected.
- 24.4 The evaluation and comparison of responsive bids shall be done on the basis of total price of the goods offered inclusive of Levies & Taxes i.e., GST & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Bid Document.
- 24.5 The evaluation shall be done to determine lowest bidder (L-1 vendor) on the basis of Total Cost of tendered items. Also the result of Financial Evaluation would be uploaded online on the Portal and the Smart City Website.
- 24.6 The Purchaser may ask the bidder to correct any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation before opening of Financial Bid, provided such waiver does not prejudice or affect the relative ranking interests of any other bidder and also the financial bid of the bidder is not changed.

## **25. BID EVALUATION**

### **GENERAL**

- I. MSCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.



- II. The BEC constituted by MSCL shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- III. The successful bidder will be evaluated on basis of Least Cost Selection (L1) methodology as specified below.
- IV. The decision of the BEC in the evaluation of responses to the RFP shall be final. No Correspondence shall be entertained outside the process of negotiation/ discussion with the BEC.
- V. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
- VI. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- VII. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VIII. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.
- IX. From the time the Bids are opened to the time the contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Bid. Any effort by a Bidder to influence the Client in examination, evaluation, ranking of Bids or recommendation for award of contract may result in rejection of the Bidder's Bid.
- X. If the bid security is not found to be in order then the Bid shall be treated as non-responsive and shall not be evaluated further.
- XI. The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

## **26. EVALUATION AND COMPARISON**

### **TECHNICAL PROPOSAL**

- a)** The Employer will carry out a detailed evaluation of the bids in order to determine whether the bidders are qualified and whether the technical aspects are complete in all respects to the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine the information supplied by the Bidders and other requirements in the bidding documents.
- b)** The eligibility criteria will be first evaluated as defined in Bidders Eligibility under clause 13. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.
- c)** The determination will take into account the Bidder's technical capabilities and past performance; it will be based upon the examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Employer deems necessary and appropriate.
- d)** Overall completeness and compliance with the Technical Specifications; the technical

merits of plant and equipment offered and suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid.

e) Compliance with the time schedule.

f) Type, quantity and long-term availability of spare parts and maintenance services.

g) At the end of the evaluation of the technical proposals and after approval, the Employer will invite bidders who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.

## **PRICE PROPOSALS**

a) The Price Proposals of technically compliant Bids will be opened in public at a date and time advised by the Employer. The Price Proposals are evaluated and the Contract is awarded to the Bidder who's Bid has been determined to be the lowest evaluated substantially responsive Bid.

b) The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.

## **CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT**

1. The Bidder who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm the process of installation and commissioning of 20 numbers Hybrid Solar LED High Mast Light.

2. The selected Bidder is expected to commence the Assignment on the date assigned and at the location specified in Annexure I.

## **27. PERFORMANCE SECURITY**

The Performance Security would be 10% (ten percent) of the total value of contract.

The Bidder will furnish within 10 days of the issue of Letter of Acceptance (LOA)/ Purchase Order (PO), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (Annexure 6 under Section - 4)/ in favour of "Chief Executive Officer, Moradabad Smart City Limited" payable/en-cashable at Moradabad, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5% (ten percent) of the total value of contract and the remaining performance security would be deducted from each Bill at the rate of 5%.

The performance security would be released as below:

- Initially furnished Performance Security - After Completion of the project (within 60 days of the final bill payment)
- Remaining Performance Security – After Completion of the Defect Liability Period and Comprehensive Operation and Maintenance Period (i.e 5 Years)

## **28. SCHEDULE OF PAYMENT**

### **Payment Certificates**

- The Contractor shall submit to the Employer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- The Employer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- The value of work completed is determined by the Employer. The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
- The value of work completed includes the valuation of Variations, advance payments, price adjustments and deductions for retention.
- The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

## **29. Payments**

The Employer shall pay the Contractor, the amounts certified within 28 days of the date of each certificate. The amount to be credited to the Contractor shall be as under:

### **29.1 Works Payment**

#### **All Equipment**

- 50% (percent) of payment on supply of equipment at site. (After due validation of the officer-in-charge appointed by the CEO, MSCL)
- 30% (percent) on completion of erection
- 20% (percent) after successful testing and commissioning of equipment.

#### **Civil Works**

The payment of the civil work shall be made as per actual work done and measured for as per the provision of this contract.

### **29.2 Operation and Maintenance Payment:**

- The payment for Operation and Maintenance will be made on Quarterly basis as per the Price Bid for O&M period which shall be 3/12th of the amount for that particular year.
- The contractor shall submit their Service Bill on satisfactory completion of Services for Three (3) month which shall be duly approved by the Engineer- In-Charge.
- The total value should not exceed the value quoted for Operation and Maintenance in Price Bid.

### **29.4 Currencies**

All payments under this contract shall be paid in Indian Rupees (INR).

## 29.5 Deduction

Deductions from the Payment Certificates will be made towards Performance Security and Income Tax, Goods and Service Tax, Turnover Tax & Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Uttar Pradesh.

### 30. TIME SCHEDULE:

The successful bidder shall complete the works within the period stated in the Data sheet and from the date of signing of the Agreement-Works.

The Works shall be completed in its entirety within the schedule as given below.

#### Commissioning period:

Design, Supply, Fitting, Testing and Commissioning of 20 numbers of Hybrid Solar LED High Mast Lightening Systems having 9 meters height with Defect Liability Period and Operation and Maintenance of 5 Years.	3 Months
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#### Defect Liability period:

The defect Liability period shall be for One (1) Year which shall follow on satisfactory completion of installation and Commissioning period. The expenditure of Defect and liability period shall be borne by the contractor.

#### Operation and Maintenance period:

The Operation and Maintenance period for all proposed shall be of Four (4) year which shall follow on satisfactory completion of the Defect Liability period of One (1) Year.

### 31. CONTACTING THE PURCHASER:

31.1 Subject to Clause 25, no bidder shall try to influence the Purchaser in any manner at any time on any matter relating to its bid.

31.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision or any other matter relating to this tender shall result in the rejection of the bid or/and any other action deemed fit by the purchaser including a legal action.

### 32. AWARD OF CONTRACT

**32.1 PLACEMENT OF ORDER:** The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.

**32.2 PURCHASER'S RIGHT TO VARY QUANTITIES:** The purchaser reserves the right to vary the quantities of goods and services contained in the running tender/ contract up to **25%** of the total value of tender at the quoted rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

**32.3. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

### **32.4 ISSUE OF PURCHASE ORDER:**

32.4.1 The issue of a Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

32.4.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with Annexure-IV provided with bid documents.

### **32.5. SIGNING OF CONTRACT:**

32.5.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the bidder.

32.5.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 15.

## **33. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 27 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may take appropriate action in the matter.

## **34. DEBARRING**

The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MSCL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law). The format of the certificate to be given is as follows:

"I.....s/o.....r/o.....hereby certify that none of relative(s) as defined in the tender document (Tender No. \_\_\_\_\_) is/are employed in MSCL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, MSCL shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

### **35. DISQUALIFICATION**

Apart from the reasons mentioned above clauses for disqualification, the bidder's proposal is liable to be disqualified in the following cases:

- Proposal submitted without bid security;
- Proposal not submitted as prescribed in this document or treated as non-conforming proposal;
- The bidder qualifies the proposal with its own conditions or assumptions;
- Proposal is received in incomplete form;
- Proposal is received after due date and time;
- Proposal is not accompanied by all the requisite documents;
- A commercial bid submitted with assumptions or conditions.
- If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- Proposal is not properly sealed or signed;
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;

### **36. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION**

The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 3 months from the date of issue of allocation letter.

If the bidder fails to commission the allocated work within 3 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 3 months period would be levied. After 3 months allocated work will get cancelled and the PBG

amount pro-rata to noncommissioned capacity would be forfeited.

Example: If a project of is delayed by 36 days then the Penalty will be levied as given below.

PENALTY = [ $\{\text{Performance Security}(X)\}/90 \text{ days}\} * \text{delayed days} = (X / 90) * 36$

### **PENALTY FOR NON PERFORMANCE OF O&M**

For any issues related to operation & maintenance, a phone number shall be made available to MSCL to resolve within 72 hours. If not attended within such stipulated time, pursuant to which, a penalty of Rs. 1,000/- for per day delay or more shall be imposed for per High Mast.

## SECTION – III

### DATA SHEET

Sl.No.	Item	Description	Reference Clause No.
1	Name of the Project	Design, Supply, Fitting, Testing and Commissioning of 20 numbers of Hybrid Solar LED High Mast Lightening Systems having 9 meters height with Defect Liability Period and Operation and Maintenance of 5 Years.	<b>Clause 1 Section 2</b>
2	Name of the Employer	Chief Executive Officer, Moradabad Smart City Limited, Peeli Kothi, Mordabad	
3	Brief Scope of Work	The scope of work includes design, supply, installation, commissioning of <b>Hybrid Solar LED High Mast Lighting System</b> including 05 years comprehensive maintenance at 20 Cross Roads/ Road Junctions	<b>Annexure 1 Section 4</b>
4	Completion Schedule	<b>The entire work has to be completed in 3 Months.</b> The defect Liability period shall be for One (1) Year which shall follow on satisfactory completion of installation and Commissioning period. The expenditure of Defect and liability period shall be borne by the contractor. The Operation and Maintenance period for all proposed shall be of Four (4) year which shall follow on satisfactory completion of the Defect Liability period of One (1) Year.	<b>Clause 30 Section 2</b>
5	Type of Contract	<b>Lump Sum Contract</b>	
6	Bid Validity	<b>180 days from the Bid due date</b>	<b>Clause 16 Section 2</b>
7	Bid Security	A Bid Security in the amount of : Rs. 1.65 lakhs shall be provided as a part of the bid, in the form of bank guarantee which shall remain valid for a period of 28 (Twenty Eight) days beyond the BID validity date.	<b>Clause 15 Section 2</b>
8	Performance Security	Performance Security shall be 10% (Ten Percent) of the Contract Price in the form of Unconditional bank guarantee valid for till the completion of Operation and Maintenance period.	<b>Clause 27 Section 2</b>



<b>9</b>	Payment Terms	<p><b>Works Payment</b></p> <p><b><i>For all Equipment</i></b></p> <ul style="list-style-type: none"> <li>➤ 50% (percent) of payment on supply of equipment at site.</li> <li>➤ 30% (percent) on completion of erection</li> <li>➤ 20% (percent) after successful testing and commissioning of equipment.</li> </ul> <p><b><i>For Civil Works</i></b></p> <p>As per actual work done and measured for as per the provision of this contract.</p> <p><b>Operation and Maintenance Payment :</b></p> <p>As per the Price Bid for O&amp;M period which shall be 3/12th of the amount for that particular year on submission of Service Bill on satisfactory completion of Services for Three (3) month duly approved by the Engineer-in-charge.</p>	<b>Clause 29 Section 2</b>
<b>10</b>	Joint Venture/ Consortium	Not Allowed	<b>Clause 1 Section 2</b>
<b>11</b>	Deviation/ Conditional Bid	Any deviation from the specifications mentioned in the Bid document shall not be accepted. Conditional Proposal shall not be entertained. Contractors are required not to put any condition.	<b>Clause 6 Section 2</b>
<b>12</b>	Evaluation Process	Technical and Financial Bid evaluation shall be as per Bidders Eligibility Criteria.	<b>Clause 23, 24,25,26 Section 2</b>
<b>13</b>	Bidders Eligibility	<p><b>Technical Qualification Criteria:</b></p> <p><b><i>General Experience:</i></b> They should have experience in similar nature and size works contract for each of the last Five years in the role of contractor prior to the bid submission deadline.</p> <p><b><i>Specific Work Experience:</i></b></p> <p>In the event bidder is a contractor the contractor must furnish latest authorization letter from the manufacturing LED Street Light brand to participate in this tender, each LED High Mast Light manufacturing brand can only</p>	<b>Clause 23 &amp; 24 Section 2</b>

		<p>authorized one intending contractor to participated and bid for the subject job.</p> <p>Apart from bidding contractor past experience for similar nature of job, authorized LED Street Light and High Mast Light brand credential can be also considered to qualify eligibility criteria of the bidder in the event bidder is a contractor.</p> <p>The bidder as main contractor should have successfully completed at least one similar nature and size works contract as given below over a period of five (5) years ending on dead line for bid submission.</p> <p>The Specific work experience should be of Rs. 32 Lakhs or more. In support of above experience criteria, the Bidder shall submit the documents and information, which will include the copy of contract / work order, completion certificate, reference on past performance etc, required to demonstrate that the Bidder meets the above requirements.</p> <p><b>Financial Qualification Criteria:</b>  Annual Turnover: The Bidder's annual turnover in any of last Three (3) years should be at least as mentioned in the table below. Annual turnover is total certified payments received for contracts in progress or completed during the financial year.  Availability of Financial Resources: The Bidder must produce evidence of access to or availability of credit facility certified by a reputed Bank to meet the cash-flow requirement of as mentioned in the table below.  The Bidder must produce undertaking that the bidder would be able to invest a minimum cost of as mentioned below during implementation of the works contract.  Annual Turnover: <b>Rs. 150 Lacs</b>  Availability of Financial Resources :<b>Rs. 32 Lacs</b>  Investment Capability: <b>Rs. 45 Lacs</b>  For above, the Bidder is to submit audited balance sheets of their financial turn over/ accounts for the last Five (5) years, along with the bid. Where necessary the Employer will make enquiries with the Bidder's Bankers.</p>	
<b>14</b>	Contents of RFP Document	<p>The Bid Documents include:</p> <p>a) Notice Inviting Tender (Section I)</p>	<b>Clause 7 Section 2</b>

		<ul style="list-style-type: none"> <li>b) Instructions to Bidders along with instructions for online bid submission (Section II)</li> <li>c) Technical Specifications and Schedule of Requirements (Annexure I)</li> <li>d) Format for Bid Form (Annexure II)</li> <li>e) Price Schedules (for reference &amp; read only purpose) (Annexure III)</li> <li>f) Format for Performance Security Bond Form (Annexure IV)</li> <li>g) Format for Contract Form (Annexure V)</li> <li>h) Format for Letter of authorization to attend bid opening (Annexure VI)</li> <li>i) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)</li> <li>j) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)</li> <li>k) Format for Declaration of not being Blacklisted (Annexure IX)</li> <li>l) Format for Tender Acceptance Letter (Annexure X)</li> <li>m) Technical Details of the Product (Annexure XI)</li> <li>n) General (Commercial) Conditions of the Contract (Section IV)</li> <li>o) Special Conditions of the Contract (Section V)</li> </ul>	
<b>15</b>	RFP Submission Process	<p>Submission of Bid through e-procurement should include the following</p> <ul style="list-style-type: none"> <li>-Technical Bid</li> <li>-Financial Bid</li> </ul>	<b>Clause 4 Section 2</b>
<b>16</b>	Important Dates	<p>Pre-bid Meeting: 13.03.2020 at 15:00 Hrs.</p> <p>Last date and time for online bid submission: 29.03.2020 at 13:00 Hrs.</p> <p>Last date and time for submission hard copy of bid: 30.03.2020 at 13:00 Hrs</p> <p>Time and date of opening technical bids: 30.03.2020 at 15:00 Hrs</p>	
<b>17</b>	Location for Pre Bid Meeting	Moradabad Smart City Limited, Type D/A-3, Eleven Orchid, Near Circuit House, Moradabad - 244001	

<b>18</b>	Key Personnel	Bidder must have one diploma in Electrical Engg. And one diploma in Civil Engg. The bidders should provide an affidavit along with Certificates.	<b>Clause 23.2 Section 2</b>
<b>19</b>	Electrical License	Bidder must have valid Electrical License.	<b>Clause 23.2 Section 2</b>
<b>20</b>	Penalty	<p>The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing &amp; commissioning of each project within 3 months from the date of issue of allocation letter.</p> <p>If the bidder fails to commission the allocated work within 3 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 3 months period would be levied. After 3 months allocated work will get cancelled and the PBG amount pro-rata to noncommissioned capacity would be forfeited.</p>	<b>Clause 36 Section 2</b>

# **SECTION IV ANNEXURES**

**Annexure – I****SCOPE OF WORK****1. Background and Objectives of Sub Project**

Moradabad city is has many brass industries and therefore has high electrical power demand. Also, Moradabad City has high potential for solar power generation. Therefore, any effort for solar power generation is very useful. Keeping this in view, solar power generation sub projects are included in Moradabad Smart City proposal. Providing solar high mast light at road junctions and public places is one of the sub projects for solar power generation. This sub project will provide benefits by producing safe and clean energy and providing illumination in public places at night. The sun projects will very useful to provide safety to people at night. The objectives of the sub projects are:

- iv) To power up street lighting system at required locations through solar energy.
- v) To mitigate the dependence on fossil fuel based electricity generation and encourage environment friendly Solar electricity generation.
- vi) Savings in transmission and distribution loss.

**SCOPE OF WORK:**

The scope of work includes design, supply, installation, commissioning of **Hybrid Solar LED High Mast Lighting System** including 05 years comprehensive maintenance at 20 Cross Roads/ Road Junctions ascertained below:

<b>Solar High Mast Location</b>				
<b>S.No.</b>	<b>Location</b>	<b>Address</b>	<b>Latitude</b>	<b>Longitude</b>
1	Sale Tax Office	Opposite MDA Complex stadium road	28°52'19.58"N	78°45'7.02"E
2	In front of tiraha stadium road	Main Kanth Road	28°52'1.46"N	78°44'51.80"E
3	Maharaja agrasen chowk	23rd PAC Kanth Road	28°51'37.58"N	78°45'8.01"E
4	Tube well colony near ganpati complex	Shri Ganpati Complex Civil Line	28°50'36.69"N	78°46'8.37"E
5	Mahila thana civil line	Shanti Nagar Road Civil Line	28°50'55.91"N	78°46'0.12"E
6	Jigar colony chowk chakkar ki milak	Near Jain Temple Civil Line	28°51'16.57"N	78°46'10.36"E
7	Deputy ganj chowk	Mohammad ali Road Pat Pat Sarai	28°50'44.01"N	78°46'23.80"E
8	Sai mandir	Phase 2 Ram Ganga Vihar	28°52'1.14"N	78°45'9.47"E
9	Wave mall	Phase 2 Ram Ganga Vihar	28°52'7.96"N	78°45'28.44"E
10	Gurhatti chowk	Opposite Jail Road Civil Line	28°50'28.47"N	78°46'16.67"E

11	Polio chowk	GMD Road Budh Bazar	28°50'10.40"N	78°46'22.05"E
12	Tadikhana chowk	Parker Collage Road Budh Bazar	28°50'12.66"N	78°46'3.17"E
13	Towan hall chowk	Station Road Budh Bazar	28°50'9.78"N	78°46'25.48"E
14	Company bagh	Exhibition Road Civil Line	28°50'35.91"N	78°45'52.64"E
15	Ambedkar park	Civil Line Moradabad	28°50'54.74"N	78°46'0.09"E
16	SBI main branch	Near District Court Civil Line	28°50'49.60"N	78°46'17.78"E
17	Mohara ki milak	Sabari masjid Road Mora Mustahkam Mohra Ki Milak	28°53'24.00"N	78°44'12.00"E
18	Station road malviya nagar budh bazar	Malviya Nagar Budh Bazar	28°49'50.47"N	78°46'4.35"E
19	Galshaheed road	Galshaheed Road Basantpur	28°49'54.87"N	78°46'52.88"E
20	Shankar vihar colony civil line near school compound	Civil Line Moradabad	28°51'3.23"N	78°46'6.90"E

## 1. GENERAL TECHNICAL SPECIFICATION

The Hybrid Solar PV White- LED Semi Integrated High Mast Light consist of white LED luminary of maximum 6\*30 Watt ( LED + Driver) as per configuration along with solar PV modules and with integrated battery of given capacity, necessary control electronics-inter connecting wires / cables, module mounting structures etc. to operate the load for dusk to dawn and automatic dimming and two days autonomy. The broad performance specifications of a White Light Emitting Diode (W-LED) light source based solar High Mast lighting system are given below

## BROAD PERFORMANCE PARAMETERS

PV Module	Highly efficiency Solar PV module based on crystalline technology and suitable modules aggregate capacity of 400 Wp at under STC.
Battery (Li-fe-Po4)	Lithium Ferro Phosphate battery aggregate capacity 12.8 Volt, 42AH integrated (6x42AH) 12.8 Volt 42Ah of one unit.
Light Source	White Light Emitting Diode (W-LED) 6x30 Watt ( LED +Driver) Using LEDs which emits ultraviolet light will not be Permitted
Light Out put	White colour (colour temperature 5500-6500 K). Lumen efficacy of LED- min 135 lumens/Watt @350 mA. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.
Average duty cycle	Dusk to dawn

## MINIMUM TECHNICAL REQUIREMENTS / STANDARDS

### 1. DUTY CYCLE

The Hybrid Solar PV White- LED High Mast Light system should be designed to operate for dusk to dawn and with automatic dimming.

### 2. SPV MODULES:

i. **Only indigenous modules of reputed brand IEC Tested shall only be used in the project.** Mono Crystalline high power/efficiency cells shall be used in the Solar Photovoltaic module. The power output of the each module shall not be less than 400 Wp at load under standard test conditions (STC).

ii. **The open circuit voltage of the PV modules under STC should be at least 21.0 Volts.**

iii. **Crystalline** high power/efficiency cell shall be used in the Solar Photovoltaic module. The cell efficiency should not be less than 16%.

iv. PV module must be warranted for output wattage, which should not be less than 90% at the end of 20 years and 80% at the end of 25 years.

v. The terminal box on the module shall be IP 65 and designed for long life out door operation in harsh environment should have a provision for opening for replacing the cable, if required.

vi. The offered module shall be in accordance with the requirements of MNRE.

vii. Latest edition of IEC 61215 edition II / IS 14286 for Crystalline and shall be certified by MNRE authorized test center. The bidder shall submit appropriate certificates.

viii. PV modules must quality to IEC 61730 Part 1- requirements for construction & Part 2 – requirements for testing, for safety qualification.

ix. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided and if required, blocking diode(s) may also be provided.

x. IDENTIFICATION AND TRACEABILITY

Each PV module must use a RF identification tag (RFID), which must contain the following information:

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells
- (iii) Month and year of the manufacture (separately for solar cell and module)
- (iv) Country of origin (separately for solar cells and module)
- (v) I-V curve for the module
- (vi) Peak Wattage,  $I_m$ ,  $V_m$  and FF for the module
- (vii) Unique Serial No and Model No of the module
- (viii) Date and year of obtaining IEC PV module qualification certificate
- (ix) Name of the test lab issuing IEC certificate
- (x) Other relevant information on traceability of solar cells and module as per ISO 9000 series.



### 3. BATTERY

#### Lithium-Ferro-Phosphate (Li-Fe-Po4) Battery:

(1) The Battery pack should be indigenously manufactured/assembled and got tested as per IEC 62133-2012 or BIS 16046/16047-2015 (safety parameter of Li-Fe-Po4) latest standard from BIS recognized labs or MNRE accredited test center, (Certificate Enclosed). The cell capacity should be 3.2 volt, 10AH/ 50AH.

**(2) Capacity of the battery shall not be less than 12.8 V (nominal), 42 Ah at STC, 537Watt Hour for one unit. The total capacity of battery should be 537x6=3222 Watt Hour.**

**(3) The battery cycle life should be 2000 cycle at 95% discharge.**

(4) **BMS (Battery Management System)** should be part of battery pack and battery pack enclosure should be as per standard. The battery pack should be integrated with the system

(5) The battery should operate between temperature ranges of 0 degree C to 55 degree C

#### **The other feature of the battery should be:**

Sr. No.	Description	Specifications
1	Battery Configuration	12.8V- 42AH; LifePO4 (6*42AH)
2	Working Temperature Range (both for charging & discharging)	0-60 deg C
3	Storage Temperature Range	@ 0-25 Deg- 1 year
4	Cycle Life (Full charge to full discharge @ 25 deg C before capacity of battery falls below 75%)	more than 2000 Cycles
5	Battery Warranty	5 years
6	Capacity of Individual Cells	3.2V cell of 10 AH, 42 AH
7	Type of Cell	Prismatic/Cylindrical
8	Nominal Capacity	12.8 volt – 42 AH of one unit
9	Nominal Voltage	12.8V
10	Voltage Range	10.5V - 14.6V
11	Total Energy	640 WHr
12	Rated Charging current	25 Amps
13	Maximum Charging current	20 Amps
14	Maximum Discharging Current	25 Amps

15	Discharge Cut off Voltage	>10.5V
16	Over Charge Cut off Voltage	14.4V+/- 0.2V
17	Charging Time	Around 5 - 5.5 Hours

#### 4. Light Source:

- (1) The light source will be of white LED type The color temperature of white LEDs used in the system should be in the range of 5500 degree K – 6500 degree K. Use of LEDs which emits ultraviolet light will not be permitted. The temperature of heat sink should be not increase more than 20 degree centigrade above ambient temperature during the dusk to dawn operation.
- (2) The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred. The light output from the white LED light source should be almost constant. **The lamps, DC-DC driver and battery management system (BMS) should be housed in aluminum die-casted casing suitable for outdoor use and shall comply with IP 65.**
- (3) The lamps should be housed in an assembly suitable for outdoor use and shall comply with IP65. The LED housing should be made of pressure die cast aluminum having sufficient area for heat dissipation and heat resistant toughened clear glass/ high quality poly carbonate fitted with pressurized die cast aluminum frame with SS screws. The temperature of heat sink should not increase more than 30 degree C above ambient temperature even after 48 hrs. of continuous operation. This condition should be complied for the dusk to dawn operation of the lamps while battery operating at any voltage between the loads disconnect and charge regulation set point.
- (4) High power LED of minimum 1 watt each capacity capable to withstand maximum 1 amp driving current having lens angle greater than 120 degree shall be used. The LED of reputed make Having LM 80 and LM 79 test report shall only be used.
- (5) The LED efficacy should be more than 135 lumen / watt @ 350 mA, the total luminaire efficacy should not be less than 125 lumens per watt. (Including all loses) i.e the lumens output of each luminaire should not be less than 2250 lumens.
- (6) All LED in circuit must be connected in series only. It must incorporate fail short mechanism in all LEDs the LEDs used in the luminaire should have life time more than 50,000 hrs.
- (7) The lumen depreciation of LED shall not be more than 30% even after 50,000

burning hours.

- (8) Power consumption of the each LED Luminaire / Lighting unit shall not be more than 30 W (including LED Driver power loss).
- (9) The lux level over a 16 meter of radius should not be less than 5% at the point mentioned below in the lux level distribution chart.

**The Lux should be min 15 lux**

- (10) Other Parameters :
  - LED DC current regulation – better than 3 %
  - Input – 12 V DC
  - Driver Type- DC-DC ( as per IEC 62384)
  - CRI - 70 % Typical
  - Lighting quality- Free from glare and flickering and UV
  - Ambient temp– upto 50 deg
  - DC to DC convertor efficiency > =90 %
- (11) The connecting wires used inside the luminaries, shall be low smoke halogen free, fire retardant e-beam cable and fuse protection shall be provided at input side.
- (12) Auto resettable reverse polarity protection shall be provided
- (13) LED lighting unit shall comply with LM -79-08 Standards and copy of test certificate should be submitted.
- (14) The make, model number, country of origin and technical characteristics of white LEDs used in the lighting system must be furnished.
- (15) The luminaries must have light distribution polar curve. The bidder should submit the polar curve of luminaries in LM 79 report.
- (16) The luminaire should be tested for all type tests as per IS 10322 Part 5 Sect 3 or IEC 60598-2- 3 standards.

## **5. ELECTRONICS**

MPPT/ PWM charge controller to maximize energy drawn from the Solar PV array. The MPPT/ PWM charger shall be microcontroller based. The MPPT/ PWM should have four stage charging facilities i.e Bulk, Absorption, Float and Equalization. The auto equalization facilities for battery at every (30+2 days) and provision to verify it during testing should be incorporated. The PV charging efficiency shall not be less than 90% and shall be suitably designed to meet array capacity. The charge controller shall conform to IEC 62093, IEC 60068 as per specifications.

MPPT Charge controller to maximize energy drawn from the solar PV array. The MPPT

Charger should be microcontroller based. The charge controller should have:

## 6. Solar Charge Controller

Sr No.	Description	Specification
1	Charge controller Type	<b>PWM/ MPPT type -Maximum Power point Tracking EN 50530:Performance evaluation of maximum power point tracking (MPPT)</b>
2	Charge controller Rating @ Related Voltage	<b>10 Amps</b>
3	Module Rating	<b>400 Wp @ 16.4 volt <math>\pm</math> 0.2 v, if MPPT is not used with positive tolerance</b>
		<b>72 Cell configuration</b>
		<b>Voc- &gt; 21 Volts</b>
		<b>Vmp-16.4 volt <math>\pm</math> 0.2 at STC without MPPT</b>

- i. Protection against polarity reversal of PV array and battery, Over Current, Short Circuit, Deep Discharge, Input Surge Voltage; Blocking Diode protection against battery night time leakage through PV Module
- ii. Electronics should operate 21volt and 10 volt and its Euro efficiency should be at least 90 %.
- iii. The system should have protection against battery overcharge and deep discharge conditions. The numerical values of the cut off limits of lower voltage should not be less than 11.2 Volt and over voltage cutoff should be 16.5 V
- iv. Full protection against open circuit, accidental short circuit and reverse polarity should be provided
- v. Charge controller shall have automatic dusk-dawn circuit based on spv module as sensor for switching on/off the high mast light without manual intervention. The sensor must not get triggered by impulse lighting like lightning flashes and firecrackers.
- vi. The self-consumption of the charge controller shall not be more than 20 mA at rated voltage and rated current.
- vii. Adequate protection shall also be incorporated under no-load conditions (i.e. when the system is ON & the load (LED Lamp is

- removed)
- viii. The system should be provided with 2 LED indicators: a green light to indicate charging in progress and a red LED to indicate deep discharge condition of the battery. The green LED should glow only when the battery is actually being charged.
  - ix. All capacitors shall be rated for max. temp of 105° C.
  - x. Resistances shall preferably be made of metal film of adequate rating.
  - xvii. Device shall have adequate thermal margin should be at least 25 degree below the allowable junction temperature while operating at an ambient temperature of 55 degree C and full load.

**Preferably the electronics (both charge controller and driver) should be housed in a separate box and installed on pole suitably in order to perform the repairing of electronics quickly without removing the whole luminaire.**

### 7. Technical Requirement/Standards

Item / System	Applicable BIS /Equivalent IEC Standard Or MNRE Specifications	
	Standard Description	Standard Number
Solar PV Systems Charge Controller/MPPT Units and Protections	Crystalline Silicon Terrestrial PV Modules	IEC 61215 and 61730 part-1 and part-2, IS 14286  Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC standard.  IEC 62093  Equivalent BIS Std.
Storage Batteries	General Requirements & Methods of Lithium Ferro Phosphate battery aggregate capacity 12.8 Volt-42 AH Capacity Test Charge/Discharge Efficiency Self-Discharge	IS 1651/ IS 13369 BIS approved Cells
Cables	General Test and Measuring Method PVC insulated cables for working voltage up to and including 1100 V UV resistant for outdoor Installation	IEC 60189 IS 694/ IS 1554 IS/IEC 69947

Charge Controllers/ Luminaries		IP 65
LED (Philips,Havells,Bajaj, Wipro, Lokozo,Usha C&S	LED performance Luminary performance	LM -80-08 LM 79-08

## 8. MECHANICAL HARDWARE

- (i) A galvanized metallic frame structure to be fixed on the pole to hold the SPV module(s). The frame structure should be fixed at 30 degree from horizontal facing true south.
- (ii) The pole should be hot deep Galvanized Iron Octagonal pole in single length for 9.0 mtr. Height as per specification as under:
  - (a) The Octagonal poles shall be Hot deep galvanized. The material of pole shall be as per specification of BS EN 100025 , ISO 1461 .
  - (b) The size of the pole shall be min 150 mm at Top side, 300 mm at bottom side with thickness of 4 mm minimum.
  - (d) The base plate of pole shall be of size 450 X 450 X 18 mm duly welded to pole.
  - (f) Pole should have the arrangement at top for mounting of Solar panel of design capacity with mounting structure at an angle of latitude  $\pm 2^{\circ}$  degree.
  - (g) The Six LED luminaire shall be mounted on this pole at height of 7.0 meter from pole bottom.
  - (h) The pole shall be mounted on suitable RCC foundation at least 1.25 meter deep and 0.5 meter above ground with 4/6/8 bolt of min 20 mm size
  - (i) The Nut -Bolts in battery box and panel structures should be proper riveted to ensure the theft.
  - (j) The design and foundation details of the pole shall be got approved from MSCL/PMC before execution of work.

### **BATTERY BOX: Battery integrated with luminaries**

### **ELECTRIC CABLE**

The electric cable used shall be twin core PVC insulated water and UV resistance copper cable of minimum size 1.5mm. Cable shall meet IS 1554 / 694 Part 1:1988 & shall be of 650 V/ 1.1 kV

## **INSTALLATION OF SYSTEM**

The system should be properly installed at site. The SPV module mounting structure along with telescopic pole should be properly grouted depending upon the location and requirement of the site. The grouting should be such that it should withstand the maximum wind speed /storm of 180 kmph. The pole should be rest on a suitable foundation. (RCC Foundation size 600 mm x600 mm x 1250 mm deep and 500 mm above the ground level. must have 4/6/8 nos. foundation bolts of 1200 mm & 20mm dia.) Adequate space should be provided behind the PV module/array for allowing unobstructed air flow for passive cooling. Cables of appropriate size should be used to keep electrical losses to a bare minimum. Care should be taken to ensure that the battery is placed with appropriate leveling on a structurally sound surface. The control electronics should not be installed directly above the battery. All wiring should be in a proper conduit or capping case. Wire should not be hanging loose. Any minor items which are not specifically included in the scope of supply but required for proper installation and efficient operation of the SPV systems is to be provided by the manufacturer as per standards.

### **D. WARRANTY**

The mechanical structures, electrical works including power conditioners/inverters/charge controllers/ maximum power point tracker units/distribution boards/digital meters/ switchgear/ storage batteries, etc. and overall workmanship of the SPV power plants/ systems must be warranted against any manufacturing/ design/ installation defects for a minimum period of 5 years.

### **WARRANTY AND MAINTENANCE**

- The PV modules will be warranted for a minimum period of 25 years from the date of supply. (Output wattage should not be less than 90% at the end of 20 years and 80% at the end of 25 years).
- The mechanical structures, electrical components including battery and overall workmanship of the Solar PV White- LED High Mast Light Systems must be warranted for a minimum of 5 years from the date of commissioning and handing over of the system..
- The Comprehensive Maintenance (within warranty period) shall be executed by the firm themselves or through the authorized dealer/ service center of the firm in the concerned district.
- It is mandatory for the contractor/ bidder to open an authorized service center in the concerned district before the supply/installation of the system.
- Necessary maintenance spares for five years trouble free operation shall also be supplied with the system.
- The contractor/ bidder shall be responsible to replace free of cost (including transportation and insurance expenses) to the purchaser whole or any part of supply which under normal and proper use become dysfunctional within one month of issue of any such complaint by the purchaser.
- The service personnel of the Successful Bidder will make routine quarterly maintenance visits. The maintenance shall include thorough testing & replacement of any damaged parts Apart

from this any complaint registered/ service calls received / faults notified in the report generated by the IVRS should be attended to and the system should be repaired/ restored/ replaced within 4 days



**Annexure -II**

**BID FORM**

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with said conditions of contract and specifications for sum of Rs. \_\_\_\_\_(Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract and rest of 5% would be deducted from our payments.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....20

(Signature)

Witness..... Signature of.....

Signature..... in capacity of.....

Duly authorised to sign the bid for and on behalf

Address..... of.....  
Tele No.(s):-  
FAX No.(s)  
E-Mail Address:-

**Annexure-III**

The main price bid must be submitted online in the provided .xls format only.

**PRICE SCHEDULE**

Sl.No.	Description of Items	Unit	Qty	Rates per Unit (Rs.)	Total Price
1	Design, Supply, Fitting, Installation, Testing and Commissioning of 20 numbers Hybrid Solar LED High Mast Lighting System having 9 meters height including 1 Year Defect Liability Period	Nos.			
2	Installation and Commissioning (Cost not covered above- Specify)	LS			
3	Operation & Maintenance of the same for Four(4) years	LS			
	(F) Add _____ Tax				
	(G) Add _____ Tax				
	Total cost of Tender including all taxes in words (Rupees _____ only)				

Note:-Please quote total cost inclusive of all the taxes and levies in figure and words. Taxes should be clearly stated separately in the space provided above.

**Annexure IV**

**PERFORMANCE SECURITY BOND FORM**

(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

The \_\_\_\_\_

WHEREAS.....(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services)(herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the ..... day of.....20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

**Annexure - V**

**Contract Form**

1.This agreement is made this day.....between .....herein after called " name of company" the first party which expression shall include his heirs, executors and administrators/their successors and Moradabad Smart City Limited, herein after called "MSCL", the second party, through Chairman, MSCL, Moradabad herein after include his successors and assignees, shown as under :--

2.That WHEREAS the first party shall and will deliver goods and services of related Items for MSCL, Moradabad details of which are given in annexure –I to this office tender notice .....dated .....at the rated quoted by .....vide their tender..... dated ..... and as per all the terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender notice dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with Clause 29, Section II of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the Tender document NO. .... this agreement is made for a period of five years from ....., as in clause 30 of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .....DAY OF.....20

(Signature) Name_____	(Signature) Name_____
Name of the Company (Supplier) _____	Moradabad Smart City Limited

Witness for Contractor

Witness for MSCL

**Annexure VI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender no. -  
----- of MSCL.

Shri/ Ms. ....of .....is hereby  
authorised to attend the bid opening for the tender mentioned above on behalf of  
.....(Bidder) / in order of preference given below.

\_\_\_\_\_  
\_\_\_\_\_

Specimen Signature of person  
authorized to attend the bid opening

Signatures of bidder

Or

Officer authorized to sign the bid  
documents on behalf of the bidder.

- Note: 1. Only one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization letter as above is not produced before the bid opening committee.

**Annexure VII****CHECK LIST and the order in which the documents are to be submitted for the Technical bid**

Please check whether all the below mentioned documents have been supplied for participating in the tender no. \_\_\_\_\_ of MSCL. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page no. of the Technical bid where these documents are given.

Sl. No.	Documents ( Please refer to clause 10.1 of Section II for filling this Checklist )	Page No.
1.	Check list as per Annexure-VII	
2	Scanned copy of Bid security in the form of Bank Draft for Rs. _____ /- [as per clause 15 of section II] or copy for claiming exemption should be submitted.	
3	Letter of authorization to attend bid opening [as per Annexure VI]	
4	Power of Attorney duly registered [as per clause 17.2 of Section II] in case bidder himself is not signing the tender document.	
5	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 13 of Section II]	
6	Copy of Income Tax Return for last three Financial Years [as per clause 13 of section II]	
7	Copy of PAN [as per clause 13 of section II]	
8	Copy of Goods and Service Tax Registration Certificate [as per clause 13 of section II]	
9	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ PSU during last three years [as per Clause 13 of Section II (Annexure IX)]	
10	No near relative certificate [as per Clause 34 of Section II]	
11	Scanned copy of Tender Fee in the form of crossed Demand Draft/ Bankers' cheque of Rs. _____/-	
12	Tender Acceptance Letter [as per Annexure- XI ]	
13	Attach form Tech 1, Tech 2, Tech 3 & Tech 4 as ascertained below	
14	Copy of Electrical License	

**TECH 1: BIDDER'S ORGANIZATION AND EXPERIENCE**

*[Provide here a brief (two pages) description of the background and organization of the Bidder **with** following summary sheet.]*

Name of the Bidder	
Address of Registered Office	
Contact Person with Contact Details	
Turnover in last three years: 2016-17 2017-18 2018-19 Average annual turnover of the last three years. Audited Statements to be enclosed.	
Net Worth of Bidder (+ve/-ve)	
Current Contract Commitments: (in Lakhs)	
Working Capital: (in Lakhs)	
Experience in Similar Assignment: Number of installation done during last 5 years: Total assignments of street lights for Maintenance: No. of Assignments: Maintenance done for number of years: Maintenance being done for number of years:	
Any award or felicitation being received by the Bidder	
Any other relevant details	

*Attach the completion certificates for Similar works including operation and maintenance completed. Also attach the certificates issued by the authority for on-going projects.*

**TECH 2: SCHEDULE OF MANPOWER**

Details of technical and administrative personnel of the bidder

S.No.	Designation	Total Number	Number available for Work	Name, Qualification and Years of Experience	Details of Work carried out
1					
2					
3...					



**TECH 3: EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES  
(To be submitted along with BID)**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_  
is a reputed company with a good financial standing.

If the contract for the work "**Design, Supply, Fitting, Testing and Commissioning of 20 numbers Hybrid Solar LED High Mast Lighting System having 9 meters height with Defect Liability Period and Operation & Maintenance of 5 Years**". is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing to the above contract during the contract period.

\_\_\_\_\_  
(Signature)  
Name of Bank  
Senior Bank Manager  
Address of the Bank

**TECH 4: UNDERTAKING (To be submitted along with BID )**

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the  
value of the work and as per Cl.No.5.2 in Instruction to Bidder under Section-2 during  
implementation of the Contract.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)  
\_\_\_\_\_  
Title of Officer  
\_\_\_\_\_  
Name of Firm  
\_\_\_\_\_  
DATE

**Bidders to ensure:**

- A. That all pages have been stamped and signed by the authorised Person(s).*
- B. That all the pages have been numbered.*
- C. That all the documents are legible (Clearly readable).*

**Annexure VIII****CHECK LIST and the order in which the documents are to be submitted for the financial bid**

S. No.	Documents (Please refer to clause 10.2 of Section II for filling this Checklist)	Page No.
1.	Check list as per Annexure-VIII	
2.	Bid Form as per Annexure II	
3.	Price schedule (price bid/ BOQ)	

**Annexure – IX**

**Format for Declaration by the Bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer

Moradabad Smart City Limited

PeeliKothi, Water Works Compound

Civil Lines, Moradabad, Uttar Pradesh 244001

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

RFP Reference No: XXXX

Dear Sir/ Ma'am,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that \_\_\_\_\_ (" Company") is not debarred/ black-listed by the Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MSCL reserves the right to reject the bid or terminate the Contract without any compensation to the Successful Bidder.

Thanking you,

Yours faithfully,

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

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

**Annexure – X****AGREEMENT FOR EXECUTION OPERATION AND MAINTENANCE**

**This Agreement** made this \_\_\_\_ day of 20\_\_ between Moradabad Smart City Limited (MSCL), represented by CEO, MSCL (hereinafter called the Buyer) of the first part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Contractor/Vendor) as the second part.

**Whereas** the Buyer desires that the Construction and Operation and Maintenance of the Works known as **“Design, Supply, Fitting, Testing and Commissioning of 20 numbers Hybrid Solar LED High Mast Lighting System having 9 meters height with Defect Liability Period and Operation & Maintenance of 5 Years”**, should be executed by the Contractor, and has accepted a Bid by the Contractor.

**MSCL and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Letter of Acceptance
  - (b) The said Bid;
  - (c) The Contract Data;
  - (d) The Annexures;
  - (f) The Priced Bill of Quantities;
3. In consideration of the payments to be made by MSCL or his legal successors to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the MSCL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract and also operate and maintain the Works/ Goods at its rated capacity, including maintaining the plant and equipment in good operating condition, normal wear and tear excepted, and remedying any defects therein in conformity in all respects with the provisions of the Contract.

4. MSCL hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects and operation and maintenance of the Works and the remedying of defects therein, the Contract Price or such other sum as RFP Package No: \_\_\_\_\_ may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of \_\_\_\_\_ was hereunto affixed in the presence of:

or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:  
Binding Signature of CEO,MSCL

Binding Signature of Contractor \_\_\_\_\_

**Annexure – XI**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms and Condition of Tender

Tender Reference No. \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for above mentioned 'Tender Work' from the Websites namely:  
As per your advertisement, given in the above mentioned websites.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours's Faithfully

(Signature of the Bidder with official seal)

**Annexure XII****Format of sending pre-bid queries**

RFP Reference No: XXXX

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

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped:

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



## **SECTION 5**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

#### **1. APPLICATION:**

The General Conditions shall apply to all EPCC/EPC Contracts of Moradabad Smart City Limited.

#### **2. STANDARDS:**

The Goods and Services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

#### **3. PATENT RIGHTS:**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

#### **4. PERFORMANCE SECURITY:**

4.1 The Performance Security would be 10% (ten percent) of the total value of contract. The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of the contract within 10 days from the date of issue of Letter of Acceptance by the Purchaser and the remaining performance security would be deducted from each Bill at the rate of 5%.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in 'Annexure-IV' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

#### **5. INSPECTION, VALIDATION AND TESTS**

5.1 The Purchaser or his representative shall have the right to inspect, validate and test the goods and services rendered as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors without any charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector/ officer appointed by the CEO shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## **6. DELIVERY:**

6.1 Delivery of the goods & services and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order as per actual requirements and be completed within ONE WEEK thereafter.

## **7. WARRANTY:**

7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) five years after the stores have been taken over under clause 5.5 above.

7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

## **8. PAYMENT TERMS:**

8.1 100% Payment in r/o goods shall be made on its receipt by consignee and Certificate of Commissioning from MSCL Representative. For claiming this payment, the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt
- (vi) Certificate of Commissioning from the MSCL representative

8.2 No payment will be made for goods rejected at the time of receiving and the same will be returned to the supplier.

8.3 If subsequent to payment any item of goods received is found defective, the same shall be returned to the supplier and its price shall be adjusted against the next/subsequent bill or performance security of the bidder

## **9. PRICES**

9.1 (i) (a) Prices charged by the supplier for goods & services delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of downward revision of Statutory Levies/Taxes during the finalization period of tender, the benefit has to be transferred to the buyer and the Purchaser reserves the right to ask for reduction in the prices.

(ii) (a) Prices once fixed will remain valid during the entire period of contract. Increase of Taxes and other statutory duties will not affect the price during this period.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

## **10. Change in Purchase Order:**

10.1 The purchaser may, at any time, by written order given to supplier, make change within the general scope of contract.

## **11. SUBCONTRACTS**

The supplier shall not subcontract the work awarded to him under this tender. If it is found at any stage that the supplier has sub-contracted the work, his all pending payments and performance security shall be forfeited and contract will be terminated without any liability to MSCL.

## **12. DELAYS IN THE SUPPLIER'S PERFORMANCE:**

12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 14 days) subject to extending performance security by the supplier accordingly.

12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and the Performance securities shall be forfeited.

### **13. LIQUIDATED DAMAGES**

13.1 The date of delivery of goods and services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.

13.2 Should the vendor fails to deliver within the period prescribed for delivery, the purchaser shall be entitled to recover 0.2 % of the value of the delivery delayed for each day of delay or part thereof for a period up to 10 (TEN) days and thereafter at the rate of 0.5% of the value of the delivery delayed for each day of delay or part thereof for another six days of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

### **14. FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, terrorist activities, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **15. TERMINATION FOR DEFAULT**

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails on any or all of the delivery within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 12;
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in part pursuant to Para 15.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

## **16. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **17. ARBITRATION**

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman, MSCL or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Chairman, MSCL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, MSCL, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chairman, MSCL, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is MSCL Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as MSCL Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being

transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, MSCL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the Office of the Chairman, MSCL, Moradabad or such other Places as the arbitrator may decide.

If the supplier is dissatisfied with the arbitration proceeding or the Chairman, MSCL decides then then the following procedure for arbitration will be followed

(a) In case of Dispute or difference arising between the Employer and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Supplier and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the State Government.

(b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the State Government.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the State Government shall appoint the arbitrator. A certified copy of the order of the State Government, making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held in Moradabad, Uttar Pradesh, India, and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in Hindi/English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **18. SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or MSCL or any other person(s) contracting through the MSCL and set off the same against any claim of the Purchaser or MSCL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or MSCL or such other person(s) contracting through the MSCL

## **19. PRODUCT DETAILS**

The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

## **20. Compensation for delay**

The successful bidder shall build the High Mast at one location. Only after soliciting approval from MSCL should the successful bidder begin the process for building the remaining High Mast at other locations.

The time allowed for carrying out the work as entered in the proposal, shall be strictly observed by the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Performance Security Deposit. Besides, appropriate action may be taken by the Engineer-in- Charge/Competent authority to debar him from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 3 months from the date of issue of allocation letter.

If the bidder fails to commission the allocated work within 3 months from date of issue



of allocation letter, Penalty on per day basis calculated for the Performance Security on a 3 months period would be levied. After 3 months allocated work will get cancelled and the PBG amount pro-rata to noncommissioned capacity would be forfeited.

Example: If a project of is delayed by 36 days then the Penalty will be levied as given below.

$$\text{PENALTY} = [\{\text{Performance Security}(X)\}/90 \text{ days}] * \text{delayed days} = (X / 90) * 36$$

## **21. Extension of time**

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules / delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

## **22. Definition of Engineer-in-charge**

The term "Engineer-in-charge" means the designated person of MSCL who shall supervise and be in charge of the work on behalf of MSCL

## **23. Contractor to adhere to labour laws/regulation**

7.1. The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section.

7.2. Registration under Tax, Labour Laws, Electrical Laws, etc.

7.3. The Applicant should have a registered number of:

- i. GST;
- ii. Income Tax PAN;
- iii. The ESI & EPF registration as per Labour Laws;
- iv. Registration of other Labour Licenses, as applicable

## **24. Cost of Water connection, execution of work**

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in

connection with the execution of work, shall be paid by the Contractor on commercial rates, except where otherwise specifically indicated.

## **25. Fair Wage Clause**

(a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by Authority, but Authority shall not be liable to pay anything extra for it .

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, , under Minimum Wages Act, 1948 (Amended in 2015).

(b) The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractor in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Contractor part of this agreement, the Contractor shall comply with or cause to be complied Authorities' Contract's Labour Regulations made, or that may be made by Authority, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have right to deduct from the security money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) MSCL, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractor.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

## **26. Safety code**

The Contractor shall follow the safety code (s) of Authority and as specified in special conditions of contract.

## **27. Retired Gazetted Officers barred for 2 years**

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in MSCL or Government of Uttar Pradesh, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of MSCL /Government of Uttar Pradesh. This contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the requisite permission, as aforesaid,

before submission of the proposal or engagement in the Contractor's service, as the case may be.

## **28. Quality Control**

Authority shall have the right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

## **29. Operation & Maintenance**

a) The Contractor shall operate and maintain the High Masts in accordance with the RFP.

b) The Contractor shall, during the Operations Period:

i. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facilities, to deal with the personnel deployed by MSCL for monitoring proper operations and maintenance of the Project, consistent with requirements of the RFP, and to be responsible for all necessary exchange of information required pursuant to this Agreement;

c) In the event, the Contractor has failed to operate and maintain the High Masts in accordance with the RFP, and such failure has not been remedied despite a notice to that effect issued by the MSCL ("Notice to Remedy"), MSCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the High Masts at the risk and cost of the Contractor. The Contractor shall reimburse one and half times the costs incurred by MSCL on account of such repair and maintenance within 7 days of receipt of MSCL's claim therefor.

d) The Contractor shall be deemed to be in material breach of requirements of the RFP, if MSCL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Contractor,

i. The maintenance of the High Masts or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;

ii. There has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the High Masts or any part thereof is not safe for operations;

e) Upon occurrence of a Material Breach of requirements of the RFP, MSCL shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement

## **30. OTHER CONDITIONS**

### **• Planning, Designing and Execution of the Works**

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.

With 10 days from Award of work, the Contractor shall start submitting drawings, construction documents etc. for review and approval by Employer's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as built locations, sizes and details of

the works as executed. These records shall be kept on the Site and Two sets of such records shall be submitted to the Employer.

In addition, the Contractor shall supply to the Employer's Representative as built drawings of the Works, showing all Works as executed.

Contractor shall be responsible for Preparing Baseline Programme, upon acceptance of the Programme by MSCL, the Contractor should adhere to it strictly. The contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

- **Land for Temporary Use**

Land for labour camps, storage yards temporary site sheds shall be arranged by the contractor at the site or nearby plot with the consent of MSCL at his own cost.

- **Contractor's Materials, Labour etc.**

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Designing, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to MSCL's Representative. The decision of the MSCL's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from.

- **Materials:**

1. Steel, cement and other materials necessary for execution of this shall not be supplied by MSCL and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only. The contractor shall submit statement of sources for procurement of materials.
2. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers/ suppliers. The royalty receipts, challans etc. shall have to be submitted to the contractor from time to time to MSCL.
3. The contractor will have to make his own arrangement for plants, equipment, machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.

- **Night Work & Work on Sunday and Holiday & Between Sunset and Sunrise**

No work shall be carried out on Sundays and MSCL Holidays and no work shall be carried out before and after office hours except with special permission of MSCL's Officer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and Holidays will be entirely at the discretion of the Officer-in-Charge and cannot be claimed by the contractor as a matter of right and the

refusal to grant such permission will not be set up as a ground for not completing the work within the contract period. Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, Holidays and more than 8 Hours, extra supervision charges arising due to overtime working of MSCL's staff, shall be borne by the contractor at prevailing rates from time to time.

Such extra supervision charges shall be deducted by MSCL at its discretion from running bills of contract.

#### **NIGHT WORK:**

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Officer-in-Charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Officer-in-Charge or his representative, provided always that the provision of this clause shall not be applicable in case of work which is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Officer-in-charge after making all requisite arrangements and management of the areas, materials and equipment, required under any emergency etc. The contractor can carry on working after the office hours if so required, subject to provide undertaking in writing, for expediting the works or for any other reasons of technical safety. Adequate lighting and other measures should be taken by the contractor for proper supervision and execution of such works. The contractor shall however will not be entitled for any extra payments for night work. The responsibility of all kind shall be of the contractor.

- **Precautions to avoid any nuisance to the surrounding and neighborhood**

All the necessary precautions to be taken during the development of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of the proposed construction site.

No complaint should arise from the neighborhood/ society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the settlement.

- **Enabling Works**

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering, scaffolding, staging planking and equipment when ordered to do so by the Officer-in- charge or its representative

Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Officer-in- charge or its representative.

- **Temporary Diversions, Maintenance of same and traffic**

## **management**

It will be the responsibility of the contractor.

### **• Environmental Safeguard**

The Contractor shall take action of following points and note the stipulations as under environmental safeguards as stipulated by the Ministry of Environment and Forests.

- a) Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- b) Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- c) Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment
- d) No excavation from or dumping of waste materials into any water body / wetlands shall be done.
- e) Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
  - No excavation or dumping on private property is carried out without written consent of the owner.
  - No excavation or dumping shall be allowed on wetlands, forests areas or other ecologically valuable or sensitive locations.
  - The excavation work shall be done without consultation with soil conservation and watershed development agencies working in the area
  - Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance before construction and lined properly so that they do not leach into the ground water.
- f) Any approvals required for the same shall be arranged by the contractor.

### **• Shifting of Utilities**

- a) Contractor is required to liaison with concerned department for identifying exact location of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost.
- b) Deposits / Supervision charges levied by Govt. dept. contractor for the purpose of shifting of utilities shall be reimbursable after due assessment, verification and scrutiny except for street light poles, set of signal poles, road signs/sign boards & consumer connection for water (Domestic/ Commercial)

### **• Removal/ Diversion of Utility Services**

If the over ground / underground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gas ducts etc. owned by various authorities including Public Undertakings and local authorities shall be diverted by the Contractor is included in the cost quoted by the contractor and will not be paid extra. In case in the opinion of the Officer it is not possible to divert the utilities, the Contractor shall make necessary modifications in the structure at no extra cost to the client.

- **Utility Services**

The Bidder shall coordinate with Utility Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same.

- **LABOUR EMPLOYMENT**

The Contractor shall furnish to the Officer-in-Charge every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The contractor shall have to obtain labor license from concerned Government department and shall have to submit to Employer.

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act,1979 and other acts amended from time to time.

- **Treasure Trove**

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Officer-In-Charge/ MSCL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

- **Additional Conditions**

- (a) Any damage caused to either private or public property, services, Structures etc. shall be made good by the Contractor without any extra cost to the employer
- (b) Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents takes place
- (c) Contractor shall submit Quality Assurance evolving the quality system, applicable for all quality related activities.
- (d) No excavated material shall allowed to be stacked on roadside/ footpaths/ public premises without written permission from competent authority.
- (e) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

## **SECTION - VI**

### **SPECIAL CONDITIONS OF CONTRACT**

The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section IV.

#### **1. DEFINITIONS**

- i. "MSCL" means the Moradabad Smart City Limited.
- ii. "Materials" means things of all kinds (other than equipment) intended to form or forming part of the permanent works, including the supply of materials to be supplied by the Contractor under the contract.
- iii. "Equipment" means the apparatus, machinery, articles and things of all kinds to be provided under the contract or intended to form or forming part of the permanent works.
- iv. "Contractors documents" means the calculations, drawings, manuals, models, other software, drawings, manuals, models and other documents of the technical nature supplied by the Contractor under the contract.
- v. "Specifications" means the specification according to which the works are to be executed as referred to in the agreement documents and any other specifications agreed thereon.
- vi. "Plant(s)" means Hybrid Solar High Masts wherever referred
- vii. "Authorized Representative" refers to Representative Appointed by MSCL
- viii. "Contract rate(s)" means the item rate quoted in the proposal/or for which acceptance is given later by the Applicant.
- ix. "Scope of Work" means the number of High Masts to be installed & their operations and maintenance for 5 years. However the general principals given in the scope of work in Annexure I Section IV and the specifications shall be applicable for all work orders given.
- x. "Contract Period" Means the duration from Commencement Date upto satisfactory Completion of Operation and Maintenance Period.

#### **2. COMMUNICATION BETWEEN MSCL AND THE CONTRACTOR**

##### 2.1. Addresses for notices

Notices with legal and contractual issues shall be addressed to the CEO, Moradabad Smart City Limited, Pili Kothi, Moradabad

All certificates, notices given by the Contractor under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the CEO, Moradabad Smart City Limited, Pili Kothi, Moradabad only.

All certificates, notices or instructions to be given to the Contractor by the Authority under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Contractors principal address or the addresses as the Contractor shall indicate for this purpose only. It shall be essential for the Contractor to obtain a receipt of authorized officer otherwise the notice shall be treated as "null and void".



### **3. CONTRACT**

#### **3.1. Priority of contract**

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another.

In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:

1. The Contract Agreement (including addenda, clarification, when signed by all parties concerned)
2. The Letter of Acceptance/ Purchase or Work Order
3. Section VI: Special Conditions of Contract
4. Section V: General Conditions of Contract
5. Annexure 1, Section IV: Works Requirement / Technical Specification
6. The Bid (accepted Price Proposal)
7. Bid Drawings
8. Completed Technical Schedules
9. Bidder's Technical Proposal other than Completed Technical Schedules
10. Any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract

#### **3.2. Agreement**

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of Rs. 100 or as revised by MSCL on the date of agreement, with the any other officer authorized by MSCL within a period of 10 days of the date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Contractor. The successful shall submit following documents with proposal/agreement.

- (i) All pages of the letter of acceptance copy including amendment and terms & conditions of the NIT duly signed.
- (ii) Notarized copy of Article of Associations and Memorandum/ Partnership deed
- (iii) In case of partnership firm, notarized copy of registration certificate issue by registrar of firms.
- (iv) Notarized copy of power of attorney to authorized signatory to execute agreement and copy of resolution of directors of board (in case of company).
- (v) Copy of valid G.S.T. clearance certificate attested by notary public valid at the time of opening of first envelope.
- (vi) Copies of list of fixed assets and balance sheet duly notarized for the latest preceding financial year for which returns have been submitted.

### **4. MONTHLY REPORTS AND MEETINGS**

#### **4.1. Monthly reports**

Monthly progress reports shall be prepared by the Contractor and submitted to the MSCL. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation period. Each report shall include the following but shall not be limited to:

- A. Installation Reports for the work done in last month;
- B. Proposed locations where the installations are proposed in next month;
- C. Photographs of typical installation in field;
- D. Inspections, tests reports;
- E. Copies of quality assurance documents, test results

F. Comparisons of actual and planned progress, with the details of any events or circumstances which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome delays.

The reporting format shall be developed by the Contractor in consultation with the Engineer-in-charge (and consultants appointed if any) within 10 days of commencement. In consultation with Authority, the report format may evolve as required during the course of execution.

#### 4.2. Meetings

Meetings shall be held in the office of Engineer-in-Charge or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least two days in advance. It is required that a decision-maker of the Contractor is present at the meetings so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed.

I. Progress of the work, difficulties

II. Revision of time schedule

III. Payment issues

IV. Disputes

V. Claims

### **5. Contractor's general obligations**

The Contractor shall be responsible to designing, constructing / installing, operating and maintaining of High Masts at Public Places with appropriate arrangements as per the scope of work given in Annexure 1 Section 4 of the proposal document.

The Contractor shall build the High Masts at one location. Only after soliciting approval from MSCL should the successful bidder begin the process for building the remaining High Masts at other locations.

After the successful commissioning of the High Masts, the Contractor is required to take-up the O&M of the High Masts as per the scope of work given in Tender document or during the extended period. The work includes monitoring, testing, repairs or replacement, reporting and other activities as detailed in scope of work and as written in the proposal document.

The O&M period for a High Mast shall start from the date of successful installation and commissioning of all High Masts and shall continue for Five years and for any extended period, as defined in RFP.

The High Masts are proposed to be installed as per the list given in this RFP. The final location of installation within the ward/habitation shall be given by the Engineer in-charge or his authorized representative, during the contract.

Unless specified otherwise, no additional payment shall be made on the account of providing the additional equipment/material/system, and it shall be deemed that the cost of such eventuality has been accounted for rate offered in proposals.

#### 5.2. Contractor's Representative

The Contractor shall appoint the Contractor's representative in consultation with the MSCL and shall give them all authority necessary to act on the Contractor's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work. The Contractor shall not, without the prior consent of the MSCL, revoke the appointment of the Contractor's representative or appoint a replacement. The Contractor's representative shall, on behalf of the Contractor, receive instructions. The Contractor's representative may delegate any powers, functions, and authority to any person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the MSCL has received prior

notice signed by the Contractor's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

### 5.3. Setting out

The Contractor shall set up the High Masts in relation to original points, lines and levels of reference specified in the RFP or provided by Engineer-in-Charge.

### 5.4. The Safety Procedures

The Contractor shall:

- i. Comply with all applicable safety regulations,
- ii. Take care for the safety of all person's entitled to be on the site,
- iii. Choose reasonable efforts to keep the site and work clear of unnecessary obstruction so as to avoid danger to these persons,
- iv. Provide any temporary works (including road ways, foot ways, guards and fences) which may be necessary, because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

### 5.5. Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Contractor shall institute a quality assurance system to demonstrate compliance with requirements of the RFP. The system shall be in accordance with the details stated in the contract and the quality assurance program will be got approved from the competent authority. MSCL shall be entitled to audit any aspect of the system. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

### 5.6. Un-Foreseeable Difficulties

- (a) The Contractor shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- (b) By signing the contract, the Contractor accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- (c) The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

### 5.7. Rights of Way and Facilities

The Contractor shall bear all costs and charges for special and/or temporary rights of way, which he may require, including those for access to the site. The Contractor shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.

### 5.8. Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possessor, of the MSCL or others. The Contractor shall indemnify and hold the MSCL free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Contractor during the period of the contract.

### 5.9. Security of the Site

Unless otherwise stated in particular conditions:

- (a) The Contractor shall be responsible for keeping unauthorized persons off the site offices, campus etc. within the scope of work and
- (b) Authorized person's shall be limited to the Contractor personnel and the MSCL's personnel; and to any other personnel notified to the Contractor, by (or on behalf of) the MSCL

#### 5.10. Contractor's operations On-Site

The Contractor shall confine his operations to the site, and to any additional areas which may be obtained by the Contractor and agreed by the MSCL as working areas. The Contractor shall take all necessary precautions to keep Contractor's equipment and Contractor personnel within the site and these additional areas, and to keep them off adjacent land. The Contractor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Contractor's equipment or surplus materials. The Contractor shall clear away and remove from the site any wreckage, rubbish and temporary works which are no the longer required.

### **6. REFUND OF SECURITY DEPOSIT**

The security deposit submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Bid Document

### **7. OPERATION AND MAINTENANCE MANUALS**

Prior to the commencement of the tests on completion, the Contractor shall supply to the MSCL provisional operation & maintenance manuals in sufficient detail as specified in Annexure 1 Section 4 of the RFP. The work shall not be considered to be completed for the purposes of completion of works until the MSCL has received final operation & maintenance manuals in such detail.

### **8. FORFEITURE OF PERFORMANCE SECURITY**

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

- a) When any terms and conditions of the contract is breached.
- b) When the Applicant fails to make complete work/ O&M satisfactorily.

### **9. CHANGE IN CONSITUTION OF FIRM**

(a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the MSCL within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.

(b) No new partner/partners shall be accepted in the firm/company by the Applicant in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the MSCL on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract

### **10. REPUDIATION OF CONTRACT**

The contract for the installation & O&M of Water ATMs can be repudiated at any time by the MSCL after giving an opportunity to the Contractor of being heard, if the work is

not completed or maintained to its satisfaction. The reasons for repudiation shall be recorded by the MSCL.

## **11. LEGAL PROCEEDINGS**

All Legal proceedings, if necessary arises to institute may by any of the parties (Government or Contractor) shall have to be lodged in Court situated in Moradabad and not elsewhere.

## **12. FAILURE OR BREACH OF CONTRACT**

In case of breach of the contract, full/part of Performance guarantee can be forfeited and the action against defaulting firms may be taken like Black listing, suspension of business, banning of business etc. along with termination of the contract by MSCL, without any compensation to the Contractor.

## **13. OPERATIONS**

### 13.1. Variability of output

The MSCL shall not consider any variation in the output quality of High Masts except for the conditions during Natural Calamity

## **14. TERMINATION**

### 14.1. Contractor's default

- a) The MSCL shall be entitled to terminate this Contract for the following reasons attributable to the Bidder, unless arising as a result of a Force Majeure Event,
- b) Non-performance of material obligations or failure to perform material obligations under this Contract
- c) Not providing timely repairs resulting in non-functioning High Masts
- d) Not providing the required lab & testing facilities or if it is established that the intentional false reporting is done by the Contractor
- e) Repeated non-performance even after giving notices.

### 14.2. Consequences of termination by MSCL

If the MSCL, with reasonable grounds, terminates the contract under Clause 14.1 above, the Security Deposit, and any other sums of the Contractor with the MSCL, shall be fortified and action shall be taken against him as per General Conditions of Contract, if deemed appropriate.

## **15. INDEMNIFICATION**

The Contractor to indemnify the MSCL against the following:

- (a) The Contractor shall at its own expense make good any physical loss or damage to the units occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow Good Engineering Practices of the Contractor,
- (b) The Contractor shall indemnify, defend and hold harmless the MSCL and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses

incurred in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:

- (ii) Any breach by the Contractor of its obligations here under,
- (iii) Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees, and
- (iv) Any willful misconduct or breach of statutory duty on the part of the Bidder, its subcontractors or their respective agents and employees.
- (v) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.

### **OTHER IMPORTANT CONDITIONS**

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section IV.
2. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
5. The items shall be purchased as per actual requirement. The Total Quantity to be purchased may be more or less than the quantity mentioned at Annexure – 1 as stated in clause 25 of section II.
6. Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
7. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply, Installation and Commissioning shall be completed within the delivery time (3 Months), from the date of placement of purchase order.
8. The Performance Guarantee would be returned after satisfactory execution of the contract and effective recoveries, if any for defective goods etc.
9. Payment will be done on the actual quantity of the supplies made at the prices approved by the purchaser.
10. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to MSCL.
11. MSCL reserves the right to:-
  - a) Accept or reject any of the bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
  - b) Blacklist a bidder for a suitable period in case he fails to honor the terms of this bid without sufficient grounds.
12. The agreement shall be in force for a period of three months initially, which may be extendable by a further on the same rates, terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by MSCL.
13. The bid security/ deposit of the bidder would be forfeited, in case he refuses to honor the LOA issued by the MSCL for supply, installation and commissioning of the materials and deposit performance security within the period specified in the tender/ letter of acceptance/ Purchase Order.
14. Selected bidder has to execute an agreement in the prescribed Performa

(Contract Form)-Annexure-V- in a non-judicial bond paper of value not less than Rs.100/-(Hundred Only) for the supply of the materials in annexure-I, periodically, as per the indent of the MSCL.

15. The Successful Bidder should comply with all applicable laws and rules of Government of India/ Government of Uttar Pradesh/Municipal Corporation Moradabad/ Moradabad Smart City Limited.
16. The support executive(s)/ supervisor(s)/ staffs deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.
17. CEO, MORADABAD SMART CITY LIMITED reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.