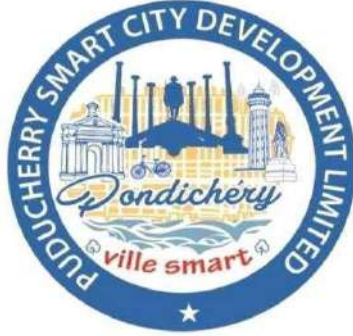


RFP FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 'ALL IN ONE SOLAR SYSTEM' FOR ILLUMINATION SYSTEM WITH 07 YEARS OPERATION AND MAINTENANCE PERIOD

NOTICE INVITING TENDER (NIT)



REQUEST FOR PROPOSAL FOR

Supply, Installation, Testing and Commissioning of

**'All in one Solar system" for Illumination System with
07 Years Operation and maintenance Period in Puducherry**

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED

**No.2, Bussy Street, Old
Court Building,
Puducherry-605001
Phone - (0413) 2224434**

e-mail :

pondysmartcity@gmail.com

dlectl@gmail.com

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RFP FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 'ALL IN ONE SOLAR SYSTEM' FOR ILLUMINATION SYSTEM WITH 07 YEARS OPERATION AND MAINTENANCE PERIOD

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED

No: 019/PSCDL/Elect/2021-22

Date: 23/12/2021

Online bids are invited for the following of works up to 12/1/2022 at 16:00 hours.

Sl. No.	System Tender No.	Name of work/Description of work	Tender amount	Time Period
1		Supply, Installation, Testing and Commissioning of 'All in one Solar system' for Illumination System with 07 Years Operation and maintenance Period in Puducherry	Rs 1,14,40,800	04 Months Development Period and 84 Months of O&M

The details can be viewed and downloaded online directly from the Government of Puducherry e-Procurement Portal <https://pudutenders.gov.in> and website of Puducherry Smart city Development Limited <https://www.pondicherrysmartcity.in> from 23/12/2021 16:00 Hours (IST) onwards up to 12/01/2022 up to 16:00 Hrs. For more details on the tender and bidding process you may please visit the above-mentioned portal.

NOTE:-1 The bidders are requested to go through the instruction to the bidders in the website <http://pudutenders.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk

e-tender helpdesk for U.T of Puducherry	Phone number : 0413 - 2220225
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The Chief Executive Officer,
Puducherry smart city development Limited,
Puducherry-605001.

OFFICE OF THE CHIEF EXECUTIVE OFFICER
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED
PUDUCHERRY-605001

NOTICE INVITING TENDER

CHIEF EXECUTIVE OFFICER , Puducherry Smart city Development Limited invites online tenders from Dealer/ OEM/ System Integrator having experience in Similar works registered with Puducherry Government or Other state PWD and amended up to date of issue of NIT Tenders on behalf of Puducherry Smart City Development Limited one-Procurement system <http://pudutenders.gov.in>

S.No	Tender No.	Name of Work	Tender amount	Eligible contractor/ Agency	Time Period	Remarks
1	No: 019/PSC DL/Elect /2021-22	Supply, Installation, Testing and Commissioning of 'All in one Solar system' for Illumination System with 07 Years Operation and maintenance Period in Puducherry	₹1,14,40,800	Pl refer NIT document	04 Months Development Period and 84Months of O&M	1 st Call

1. In order to participate in the tenders floated using the e-Procurement System, all Operators/ bidders are required to get enrolled on the e-Procurement portal.
2. The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online.
3. For submitting the bids online, the Operator s/bidders are required to make online payment **(for E-Proc processing Fee and Cost of RFP document)** using the electronic payments gateway service. The different modes of electronic payments accepted on the e-Procurement System is available and can be viewed online on the e-Procurement Website.
4. Tender Download, Submit Bid online, tender fee and other Documents and other activities will be governed by the time schedules given under **“Date-Time Detail(s)”**.
5. Tender Fee/ Cost of RFP document (if applicable) should be submitted online only.
6. Submission of documents as per Envelope A as given elsewhere in the RFP will be accepted **only by Speed Post or Registered Post..**). Technical bid in envelope A.

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7. **Financial Bid has to be submitted in “Envelop B” online only.** If financial bid found elsewhere other than in 'Envelop B of online ', such bid will be out rightly rejected by the authority without mentioning any reason thereof.
8. Conditions related to e-Procurement are furnished in Annexure O of tender document and will over rule other conditions wherever applicable/relevant.
9. The Bidder has to submit (Upload Scan Copies/fill) his offer/credentials online only in the appropriate envelopes as stated in RFP.
10. The Bidders may refer Help Manual available at e-procurement website for any queries to upload their bids.
11. Addendum/ Corrigendum if any will be published will be published online <http://pudutenders.gov.in> website only.

**THE CHIEF EXECUTIVE OFFICER,
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED,
PUDUCHERRY-605001.**

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KEYDATES

S. No.	PSCDL Stage	Contractor Stage	Start	
			Date	Time
1	Bid Start Date From		23-12-2021	16:00
2	Pre-Bid Meeting		30-12-2021	11:30
3	Bid Due Date	Online submission	12-1-2022	17:00
4		Physical Doc SubmissionEnd Date.	12-1-2022	17:00
5	Technical Bid Opening Date (Scheduled)		13-1-2022	11:00

**THE CHIEF EXECUTIVE OFFICER,
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED,
PUDUCHERRY-605001.**

Annexure

Guidelines for bidders on using Integrated eProcurement System Govt. of Puducherry.

<https://pudutenders.gov.in>

Vendor/ Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the tenders of various Govt. Departments/ Agencies /Corporations/ Boards/ Undertakings under Govt. of Puducherry processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://pudutenders.gov.in>.

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non- submission of bids on time for which vendor/end user shall be solely responsible.

1. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest .It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e- Procurement portal. A Digital Certificate once mapped to an account / registration can not be remapped with any other account/ registration however it may be inactivated/ deactivated.

Important Note: Bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit afresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation /responding for a tender, the bidder loses his/ her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines. The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited company /consortium and used for online bidding will be considered as equivalent to a no- objection certificate/ power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization/ firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization/ firm. It shall be the responsibility of management/ partners of the concerned organization/ firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

2. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit

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Card/Debit Card/Internet Banking/ Cash Card /NEFT/ RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the e-Procurement portal <https://pudutenders.gov.in>.

3. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver.765, Internet explorer 9 / 11, o. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

4. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://pudutenders.gov.in>.

5. Tender's Critical Dates & Time/Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks/activities and responsibilities to participate in the tender, as all the activities/ tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender asset by the concerned department official.

6. Download Tender Document(s): The tender documented supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

7. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening. Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

8. Submission of Earnest Money Deposit: Exempted for all bidders. But all the bidders shall furnish bid security declaration certificate . Bids without bid declaration certificate are likely to be rejected. Format of the Bid declaration certificate is provided in Annexure.

9. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online cover A of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of tender fee/Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

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BID DATA SHEET

Tender Notice No.	No: 019/PSCDL/Elect/2021-22
Organization Name	Puducherry Smart city Development Limited(PSCDL)
Name of Work	Supply, Installation, Testing and Commissioning of "All in one Solar system" for Illumination System with seven (7) Years Operation and maintenance Period in Puducherry
Tender Type	Lumpsum rate
Bidding Type	Open, National Competitive Bidding
Eligible Class of Contractor	Bidder/ OEM/ Service Integrator should have valid electrical contractor's license as C contractor registered with Government of Puducherry or similar class with other State Government, Semi Government bodies, or with Central P.W.D.
Type of Contract	Single Work
Bidding Currency	Rupees
Estimated Cost Put to Tender	₹1,14,40,800/=
Consortium	Allowed in this contract
Period of completion of Work	04 Months(Including Monsoon season)
Period of O&M	84 months of Operation and Maintenance. From the date of issue of work completion certificate by Engineer-in-charge.
Defect Liability Period	84months of Defect Liability Period from the date of issue of work completion certificate by Engineer -in -charge.
Eligibility & Pre-Qualification Criteria	<p>i. Bidder (OEM Authorized Dealer/Distributor) / OEM should have valid electrical contractor's registered with Government of Puducherry or similar class with other State Government, Semi Government bodies, or with Central P.W.D.</p> <p>ii. Turn Over-The average annual financial turnover during the last Three year sending 2019-20 should not be less than 30% of tendered amount.</p> <p>iii. Bidder should submit separate CA certified statement mentioning the Turnover for the last Three Financial years previous from the date of submission of Bid Bidder should submit CA audited Balance sheets and Account statements in proof of the same.</p> <p>iv. Bidder should submit separate CA certified statement mentioning the Turnover and Net worth for the last Three Financial years previous to the date of submission of Bid.</p> <p>v. Similar nature of Work:</p> <p>(a) The bidder must have successfully commissioned Similar nature of work as detailed below.</p> <p>Similar Nature of Work shall mean</p> <p>Solar Street Lighting works Under EPC/ Item Rate/ Lumpsum mode for the works invited by any State/ Central/ Semi Government organizations in India within last Seven Financial years previous from the date of submission of Bid.</p> <p>One Similar work of value not less than 80% of estimated cost</p> <p>Or</p> <p>Two Similar works each of value not less than 60% of estimated cost</p> <p>Or</p> <p>Three Similar works each of value not less than 40% of estimated cost (Bidder to refer Qualification document for detailed Qualifying Criteria attached with this tender)</p>

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Downloading of Tender Documents	From 23/12/2021 16.00Hrs to 12/1/2022 upto 16.00Hrs
Pre-Bid Meeting Date & Time	On 30/12/2021 at 11.30Hrs
Venue of Pre-Bid Conference	Conference Hall, PUDUCHERRY SMART CITY DEVELOPMENT LIMITED, No 2, Bussy street, Puducherry-605001
Last date of online submission of Tender documents & website	On or before Bid due date mentioned in https://pudutenders.gov.in
Submission of cover A	Up to 12/1/2022 till 17.00Hrs at the Office of "CHIEF EXECUTIVE OFFICER PUDUCHERRY SMART CITY DEVELOPMENT LIMITED, No 2 Bussy Street, Puducherry 605001, only by Speed post or Registered post.
	Submission of Hard copy EMD by " Hand Delivery " is not accepted
Opening of Bid (Online)	On 13/1/2022 at 11.00Hrs. (Tentative)
& PQ documents submitted electronically	
Bid validity period	120 days from Online Bid Submission date
Document Fee	Rs 1500/- ((Rupees One thousand five hundred Only) through Online e-Tendering Payment Gateway Only https://pudutenders.gov.in)
EMD (BID SECURITY)	Exempted to all bidders. However bid security declaration has to be submitted as per the standard format.
Officer Inviting Bid	CHIEF EXECUTIVE OFFICER PUDUCHERRY SMART CITY DEVELOPMENT LIMITED No 2 Bussy street, Puducherry
Details of Contact Person	CHIEF TECHNICAL OFFICER (ELECTRICAL) PSCDL, EmailID: pscdelectl@gmail.com Contact No: 9442069900

**THE CHIEF EXECUTIVE OFFICER,
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED,
PUDUCHERRY-605001.**

RFP FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 'ALL IN ONE SOLAR SYSTEM' FOR ILLUMINATION SYSTEM WITH 07 YEARS OPERATION AND MAINTENANCE PERIOD

BID SUBMISSION CHECK LIST

Check list for Online Submission: Envelope (A & B)

S.No	Particulars	Envelope	Mandatory
1	Scanned copy of tender fee/online payment	Envelope-A	Yes
2	Scanned copy of bid security declaration certificate	Envelope-A	Yes
3	Scanned Copy of Pre-Contract Integrity Pact duly signed by Bidder as per Annexure-G of the RFP	Envelope-A	Yes
4	Scanned copy of all approved/ authenticated "Technical Eligibility" documents in the prescribed formats mentioned in BID FORMS	Envelope-A	Yes
5	Registration certificate such as Certificate of Incorporation/Partnership Deed should be submitted with the Bid as the case may be	Envelope-A	Yes
6	Affidavit (regarding/documents submitted are correct) online and offline submission	Envelope-A	Yes
7	GST registration certificate with GST clearance certificate for The last Three Months.	Envelope-A	Yes
8	Valid electrical contractor's license as contractor registered with Puducherry or other State Government to be enclosed.	Envelope-A	Yes
9	EPF Registration Certificate and ESIC certificate as applicable. IF not applicable, Bidder should submit an affidavit with his bid subscribing on his company letter head duly attested by Power of Attorney stating Non-applicability of "EPF/ ESIC" registration.	Envelope-A	Yes
10	Turnover and Net worth Certificate for the Last Three Financial years attested and Certified by CA on his company's letter head.	Envelope-A	Yes
12	Authorization Certificate from OEM/ Service Integrator on his company's letter head.	Envelope-A	Yes
13	Declaration by the Bidder for not using any Chinese Manufacturing products & goods pertaining to this contract. Undertaking should be attested and shall be submitted on Company's letter head	Envelope-A	Yes
14	Technical proposal	Envelope-A	Yes
14	The Bidder shall offer his quote in " Envelope b " Online only.	Envelope-B(online)	Yes

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Notes under Check list:

- i. All the bid documents are submitted through online mode only. No hard copy submission is required for BOQ.
- ii. Bid documents shall be submitted in prescribed formats only.
- iii. Only the original copy of tender fee in the form of FDR/DD or printed online payment receipt should be submitted to the address mentioned in Bid Data Sheet.
- iv. Bidder has to submit the proof to justify the Financial Turnover such as company Balance sheets, Profit & Loss Statements, Auditors' report and all other applicable documents duly attested by CA. Also, shall submit the proof or necessary qualification documents.
- v. Bidder shall disclose his prices or quoted rates in **"Envelop B" ONLINE ONLY**. The bids containing quoted rates in other than Envelop C will be summarily rejected.

Check list for Hard copy Submission marked as Envelope A separately, Tender no.
With 'Name of the work' details marked on the Envelop

S.No	Particulars	Envelope	Mandatory
1	Scanned copy of tender fee/online payment	Envelope-A	No
2	Scanned copy of bid security declaration certificate/PQR/Technical proposal /other documents. (Except BOQ)	Envelope-A	Yes

PRE-QUALIFICATION CRITERIA

1. Eligible bidders

- 1.1 The invitation for bids is open to all eligible bidders who may be OEM Authorized Dealer/ Original Equipment Manufacturer registered as Proprietary Firm, Partnership Firm, Company Incorporated under company's act 1956/2013 & meeting the eligibility criteria as defined in clause 2.

Documentary evidence;

Bidder should submit either partnership deed/ Company Incorporation certificate based on type of his establishment with his bid in Envelop B in addition to the documents mentioned in the check list.

- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the PSCDL in his past assignments.
- 1.3 The Bidder should not have been terminated/blacklisted/debarred by any State Govt/ Municipal Corporations/ Central Govt./ Any state Govt Organization, Urban Local body and/or its undertaking company or its SPV, Asian Development Bank/ World Bank or similar international funding agencies organizations due to delay and non-performance in his past projects during last five years previous to the date of submission of bid.
- 1.4 If the Bidder is found ineligible as per clause 1.2 or terminated/blacklisted/debarred as per clause 1.3 above at any stage during bidding and after the award of the contract, his bid shall be summarily rejected.

2. Eligibility Criteria

- 2.1 The Bidder in the same name and profile shall be a well-established firm from the past 7 (Seven) years' previous to the date of submission of bid and having experience in any solar street light works.
- 2.2 Bidder (OEM Authorized Dealer/Distributor)/OEM should have valid electrical contractor's license as registered with PWD/ PED OF PUDUCHERRY/CPWD/with other State Government, Semi Government bodies, or with Central P.W.D./state utilities.
- 2.3 If case if Bidder is an OEM authorized Dealer/ Distributor, he should submit authorization certificate issued by Original Equipment Manufacturer (OEM) authenticating the Bidder for using his/her goods and services to the extent of this contract as per the requirements of this RFP.

3. Pre-Qualification Criteria:

To qualify for this contract, bidders are required to comply with minimum pre-qualification criteria specified below.

3.1 FINANCIAL CRITERIA

3.1.1 TURNOVER

The Bidder shall possess at least 30% of the estimated cost as average annual financial turn over during the last 3(three) financial years ending 31st of the previous financial year.

Note under clause 3.1.1:

- i. The details pertaining to Financial Turnover for the years 2017-2018 to year

2019 -20 shall be certified by authorized Chartered Accountant on his own letter head and duly

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attested and supported by the certified financial statement, balance sheet, profit and loss account.

- ii. Financial Turnover of previous years shall be given weight age of 10% per annum (compounded) based on the Rupee value to bring them to current financial year level.

3.1.2 Pre qualifications consortium:

In case of a Joint venture the following financial eligibility conditions shall be fulfilled.

a) Qualifying factors to be met collectively:

- i. Annual turnover from Construction
- ii. Particular construction experience
- iii. Construction cash flow for the work

b) Qualifying factors for lead partner:

- i. shall possess at least 30% of the estimated cost as Average Annual financial turnover during the last three (3) financial years, ending 31st March of the previous financial year
- ii. financial capability to meet cash flow requirement of subject contract -not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted;
- iii. adequate sources to meet financial commitments on other contracts;
- iv. Financial soundness;

c) Qualifying factors for other partner:

- i. Same as for lead partner except that for the factors specified in (c)(ii) above, a lower limit of 25 (twenty-five) per cent may be accepted instead of 50 (fifty) per cent.
- d) The Bidder shall enclose the latest GST, ESI, EPF and group insurance registration certificates. Price Bid (cover - B) will be opened after satisfying the eligible criteria given in the technical bid (cover - A) in the presence of eligible bidders (Single or group of entities).
- e) The bidder shall furnish the self attested copies of Income Tax returns, GST return during the last 3 years.

3.2 TECHNICAL CRITERIA: SIMILAR NATURE OF WORK

3.2.1 The bidder must have successfully commissioned at least **One project** satisfying the criteria under **Similar nature of work.**

3.2.2 Similar Nature of Work shall mean

Solar Street Lighting works under EPC/ Item Rate/ Lumpsum mode for the works invited by any State/ Central/ Semi Government organizations in India within last Seven Financial years previous from the date of submission of Bid i.e., for a period starting from 01/04/2014 and ending one month prior to Bid Submission Date.

- a) One similar work costing not less than 80% of the tendered amount.

or

b) Two similar works each costing not less than 60% of the tendered amount.

or

c) Three similar works each costing not less than 40 % of the tendered amount.

Note under clause 3.2:

- i. The Bidder should demonstrate the collective experience in similar works by submitting valid experience certificates describing the work/jobs handled from the last Seven years at least one day prior to the date of submission of bid.
- ii. Bidder has to provide **work order** and **work completion certificates** mentioning the details of the works executed as proof of similar experience which are authorized and duly attested by the Government Officer not below the rank of Executive Engineer or Equivalent.
- iii. The value of the completed works shall be brought to current costing level by enhancing the actual value of work compounded to 10% per annum calculated from the date of completion to the bid submission date.
- iv. The experience of works executed in Government (State/Central), Board, Corporation, and Government Undertaking /Organizations of State & Central government **shall only be considered for evaluation**. The experience certificate from the client equivalent to not below the rank of Executive Engineer or equivalent shall only be considered. **The experience of sublet works shall not be considered.**

3.3 Even though the tenderer meets the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading, incorrect or false representations in the forms, statements affidavits and attachments submitted in proof of the qualification requirements.

And/or

- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, unsatisfactory quality of work, inordinate delays in completion, claim and litigation history, or financial failures etc. in any department of Govt. of Puducherry or the state Govt. organization/ services/ corporations/ local body etc. (by whatever names these are called) within Union territory of Puducherry.

4. Consortium

Consortium is allowed **only between the OEM and its authorized Dealer/ Distributor**. No other CONSORTIUM Firm/ Formation/ Entity will be allowed in this contract.

All the Members of the consortium shall be jointly and severally responsible for this Contract. The Member of the consortium holding highest stake shall be the Lead Partner. The CONSORTIUM

should comply with the following requirements:

- (a) A Consortium agreement must be submitted along with the documents in which minimum share of lead member should be Fifty One percent (51%).
- (b) Any one partner of the consortium can fulfill the required Eligibility and Pre- Qualification

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criteria as per Clause 2 & 3 respectively or both the members of the Consortium shall collectively satisfy Eligibility and Pre-Qualification criteria as per Clause 2 & 3 respectively provided that any sub-criteria should be completely satisfied by either of the entity.

- (c) In case, the applicant/CONSORTIUM partner has achieved Technical & Financial qualification criteria mentioned under Clause 3 in his past assignments, in consortium with other Contractor (other than present partner), the portion of the work (Technical and Financial qualification) of the contractor included in their Consortium Agreement in original contract work (in the ratio of their stake mentioned in agreement) shall only be considered for evaluation purpose.
- (d) consortiums of so formed to Bid this work, the lead partner shall only be an Indian proprietary firm or Indian partnership firm or Indian private/ public limited company.
- (e) The lead member of the CONSORTIUM should be registered in contractor or equivalent satisfying the clause 2.2, Eligibility Criteria of RFP.
- (f) The individual members who join in consortium shall have to give an **undertaking** that they will maintain status-quo till the completion of the work, if the work is awarded to the Consortium, the same Consortium shall be incorporated and maintained till satisfactory completion of the work. This undertaking shall be submitted on **Stamp paper Rs. 100. duly signed by authorized signatory, which shall be notarized.**
- (g) In case of Bidder participating as a consortium, on his selection for award of contract, all the partners/members of the consortium will have to sign the Contract with the PSCDL and will be jointly and severally liable for performance of the contract. Award of Contract will be in the name of Consortium which will be considered as "Legal Entity" as far as this Bid/ Contract is concerned.
- (h) The Bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Consortium which will be legally binding on all the partners;
- (i) Lead partner shall be declared as Prime Bidder authorized to be in charge; and this authorization shall be evidenced by submitting a **Power of Attorney** signed by legally authorized signatories of all the members of the consortium.
- (j) The member in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the consortium and the entire execution of the contract including defect liability period;
- (k) A copy of the stamped and notarized agreement entered into by the consortium partners shall be submitted with the Bid.
- (l) The contractors participating in the name and form of a consortium shall have to clearly and unambiguously define the role, responsibilities and financial stake of each of the

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partners, the lead partner shall also have to be defined. In case of non-prescription, the agreement will be declared as invalid and the bid will be treated as non-responsive.

- (m) On award of contract to such a consortium, each of the members of the consortium shall have to sign the Contract. Each member of the consortium shall be jointly and severally responsible for the performance of the contract.
- (n) An original notarized copy of the agreement as prescribed in Bid Forms entered by the consortium partners shall be submitted with the bid. It should also distinctly show the financial participation of each member of the consortium and the responsibility of each member as regards planning and execution of the work.
- (o) In case of conflict between the terms in contract agreement and the consortium documents, the terms in the contract agreement shall prevail.

INSTRUCTION TO BIDDERS
DISCLAIMER

The information contained in this Tender document (the "Tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Puducherry Smart city Development Limited (PSCDL) or any of 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 Tender is not an agreement and is neither an offer nor invitation by PSCDL to the Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this Tender (the "Bid/Proposal"). This Tender includes statements, which reflect various assumptions and assessments arrived at by PSCDL in relation to the Assignment. 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 PSCDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, 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 Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCDL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

PSCDL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in bidding process though adequate care has been taken in the preparation of this Tender Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

PSCDL accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this Tender.

PSCDL 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 Tender does not in any way implies that PSCDL is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and PSCDL reserves the right to reject all or any of the Bidders or Bids without assigning any reason 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 PSCDL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCDL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

PSCDL REQUIREMENT AND INSTRUCTION TO BIDDERS

PSCDL REQUIREMENT

1.1. Scope of bid

1.1.1 CHIEF EXECUTIVE OFFICER, Puducherry Smart City Development Limited, invites bids by e-Tendering for the work "Supply, Installation, Testing and Commissioning of 'All in one Solar system" for Illumination System" including Operation & Maintenance of 7 years complying requirements and specifications of RFP with respect to General Conditions of Contract (GCC), in ABD area of Puducherry under smart city mission. The bidders may submit online bids for the work detailed in NIT.`

1.1.2 Brief Scope of work

The following are the obligations of the Contractor under this contract;

- i. To make preliminary assessment of site and to acquire necessary permissions, NOC's and statutory approvals from concerned authorities before beginning of the assignment. No claims against the above approvals shall be made by the contractor other than the contract fee.
- ii. To enforce site enabling works and other preparatory arrangements to start the work.
- iii. To prepare and submit Programme Management & Implementation plan within 7 days for the date of signing of Contract Agreement to the PSCDL for approval and issuance of notice to proceed to proceed with approved Programme.
- iv. To mobilize Manpower, Machinery and Equipment to Site as per the approved Programme to initiate the work.
- v. To ensure safety and security of Labour and Manpower engaged for this job and should strictly adhere to the latest Labour Laws during execution of work.
- vi. Bidder should enclose all the applicable test certificates from NABL Accredited laboratories /other Government laboratories for the supplied products with the Bid. And should submit whenever demanded by the Engineer -in- Charge during execution of work.
- vii. Detailed Technical specifications are enclosed as a separate annexure.

1.1.3 Other conditions of Contract.

Unless otherwise stated elsewhere in this RFP, the following general conditions of contract shall prevail;

- (i) All the parts and components supplied under this contract should be as per the Technical specification provided with this RfP and applicable Indian Standard Electrical Codes.

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- (ii) Whenever deemed necessary, PSCDL reserves the right to conduct Technical Quality inspection before the dispatch of materials and also necessary quality tests on the materials shall be conducted in the laboratories prescribed by PSCDL.
- (iii) Bidder should provide his services due for Defect liability period of 07 year from the date of issue of work completion certificate by Engineer-in-charge.
- (iv) Successful Bidder must operate the Solar illumination system on 24x7 basis. If no rectification has been done within 12 HRS from the event of breakdown or default, PSCDL reserves the right to impose a penalty of Rs. 1000.00 per each day after 12HRS from the time of default to the date of restoration of such default.
- (v) Successful Bidder must take/ install separate energy meter to install their system. PSCDL will not be responsible for bidder's power availability.
- (vi) Successful Bidder should insure all installed components and handover the same to the PSCDL before the issuance of completion certificate.

INSTRUCTION TO BIDDERS

1.1. Source of funds

PSCDL has arranged the funds from internal sources and will have sufficient funds in Indian currency for execution of the works.

1.2. Cost of Bidding

The bidder shall be all costs associated with preparation and submission of his bid, and the PSCDLs will in no case be responsible and liable for those costs.

1.3. Site Visit

The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into this contract. The costs of visiting the Site shall be at the Bidders' own expense.

1.4. Bidding Documents

1.4.1 Bidding documents shall be downloaded. The documents should be compiled filled and submitted through on-line tendering process on website <https://pudutenders.gov.in>

1.4.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexed with the tender document. Failure to comply with the requirements of the tender shall be at the bidder's own risk. Pursuant to clause 1.23 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

1.5. Clarifications of the Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the PSCDL in writing or by electronic form to pscdelectl@gmail.com. The PSCDL will respond to any request for clarification within 7 days from the last date of submission of queries.

1.6. Pre-bid meeting

Pre bid meeting will take place in Puducherry. In regard to the clarifications on Bid submission and technical aspects of RFP, Bidder shall raise their queries to the email: pscdelectl@gmail.com on or before the last date of submission of queries mentioned in NIT/ BDS. No queries shall be entertained and answered by PSCDL beyond the prescribed timeline.

1.7. Amendment of Bidding Documents

1.7.1 Before the deadline for submission of bids, the PSCDL may modify the bidding documents by using addenda.

1.7.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <https://pudutenders.gov.in>.

1.7.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the PSCDL shall extend as necessary the deadline for submission of bids, in accordance with Clause 1.17.

1.8. Language of the Bid

1.9. All documents relating to the bid shall be in the English language.

1.10. Documents comprising the Bid

The Bidder shall submit the Technical BID & Financial Bid online through e- procurement portal <https://pudutenders.gov.in> in comprising of documents mentioned in “Checklist for Online Submission” in RFP along with supporting documents as appropriate:

1.11. Bid Prices

- 1.11.1 The contract price shall be for the whole works and conditions specified under , Scope of bid and based on each item of work specified in this tender Bill of Quantities.
- 1.11.2 The bidder should provide **Rate** for all items of the works described in this tender Bill of Quantities. The rate quoted by the Bidder will be binding and final and no additional price will be paid by the PSCDL for the execution of similar item with no deviation in its quantity.
- 1.11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 1.11.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract. In accordance with the provisions of the conditions of contract.

1.12. Currencies of Bid and payment

The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

1.13. Bid Validity

- 1.13.1 Bids shall remain valid for a period not less than **120 days** after the online proposal submission date for bid submission specified in clause 1.17. A bid valid for a shorter period will be considered as non-responsive & shall be rejected by the PSCDL.
- 1.13.2 In exceptional circumstances, prior to expiry of the original time limit, the PSCDL may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

1.14. Bid Security (Earnest Money Deposit- EMD)

Exempted for all bidders. But all the bidders shall furnish bid security declaration certificate. Bids without bid declaration certificate are likely to be rejected. Format of the Bid declaration certificate is provided in Annexure 7 of the RFP.

1.15. Alternative proposals by bidders

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation and such bids may be rejected.

1.16. Format and signing of bid

- 1.16.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidder.

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the PSCDL, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

1.17. Submission of bids Sealing and marking of bids.

1.16.1 The Bidder should submit his Technical & Financial Bid online only through e- procurement portal <https://pudutenders.gov.in> comprising of the following documents along with supporting documents as appropriate:

Technical Bid

All the documents listed in the Check list of RFP

Financial Bid

Bidder should provide his quote price (as applicable) in "Envelop B" Online only

1.16.2 For hard copy submission, Bidder should end only hard copy of **Original tender fee instrument/ printed copy of Online payment receipt** on or before physical submission date mentioned in NIT. The hardcopy should be placed in an envelope and properly seal and marked as "Bid Security".

(a) The envelope should be delivered to the Office mentioned in Bid Data Sheet and bear the following identification:

Tender fee for "Name of the Work" NIT No.

1.18. Dead line for submission of the Bids

1.18.1 Bids must be submitted online on or before date as mentioned in NIT/BDS & hardcopy received by the PSCDL on date as mentioned in NIT/BDS at the address specified above not later than in the event of the specified date for the receipt of bids being declared a holiday by the PSCDL. The bids will be received upto the appointed time on the next working day.

1.18.2 The PSCDL may extend the deadline for submission of online bids by issuing an amendment in accordance with Clause 1.7, in which case all rights and obligations of the PSCDL and the bidders previously subject to the original deadline will then be subject to the new deadline.

1.18.3 As tender document being downloaded from the website, at the time of submission of (the scanned copy of) the tender document, the tenderer shall give an undertaking that no change has been made in document. If any discrepancy is noticed at any stage between the tender document and the one submitted by the tenderer, the conditions mentioned in the PSCDL's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

1.19. Late Bids

Any bid received by the PSCDL after the deadline prescribed in Clause 1.17 will be considered as non-responsive and will be rejected.

1.20. Modification and Withdrawal of Bids

1.20.1 The Bidder may modify, substitute or withdraw its e-BID after submission before the deadline prescribed in the RFP. No BID can be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

1.20.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID.

1.20.3 No bid may be modified after the deadline for uploading of bids.

1.20.4 Withdrawal or modification of a Bid between the deadline for uploading/submission of bids and the expiration of the original period of bid validity mentioned in RFP or as extended may result

in the for feature of the Bid security/black listed to participate in future tenders.

1.21. BID OPENING AND EVALUATION

1.21.1 Online Opening of BIDs.

The PSCDL shall on-line open Technical BIDs on date as mentioned in NIT/BDS, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical BID of only those bidders shall be opened online whose documents listed in check list has been received. The PSCDL will subsequently examine the bids in the following manner;

- i. Bids are examined to contain all the documents in **Envelope A** as specified in the check list, submitted with proper seal and signature of the authority. If found not satisfying the criteria will be rejected and **Envelope B** will remain unopened.
- ii. **Envelope B** of only those bids satisfying the requirements of Envelop A will be opened and considered further for technical evaluation.
- iii. The PSCDL will subsequently examine and evaluate the BIDs in accordance with the Checklist mentioned in the NIT, Clause 1,2 & 3, Eligibility & Pre-Qualification Criteria respectively of Pre Qualification document & Clause 1.23 & 1.24, Determination of Responsiveness of Technical & Financial bids respectively.

1.21.2 Rejection of BIDs

Not with standing anything contained in this Tender document, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any

reasons there for. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs here under.

1.21.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

1.21.4 Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and other details, as the PSCDL may consider appropriate will be announced by the PSCDL at the opening.

1.22. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

1.23. Clarification of Bids

1.23.1 During the examination and evaluation of Bids, the PSCDL may, at his discretion, ask any Bidder for clarification on his Bid, which includes documents in support of his eligibility and qualification and breakdown & justification of quoted rates at the time of Financial evaluation. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the PSCDL in the evaluation of the Bids.

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1.23.2 Subject to above paragraph, no Bidder shall contact the PSCDL on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the PSCDL, he should do so in writing.

1.23.3 Any effort by the Bidder to influence the PSCDL's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

1.24. Examination of Technical Bids and Determination of Responsiveness

1.24.1 Prior to detailed evaluation of Technical Bids, the PSCDL will determine whether reach Bid

- (i) Meets the pre-qualification criteria as per Clause 3, PQ document
- (ii) Has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor.
- (iii) Is accompanied by the required Bid security declaration and;
- (iv) Is responsive to the requirements of the Bidding documents and contains all the mandatory documents of the checklist and others mentioned in the RFP.

1.24.2 A substantially responsive Technical Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one;

- (a) Which affects in any substantial way the scope, quality or performance of the works;
- (b) Which limits in any substantial way, the PSCDL's rights or the Bidder's obligations under the Contract; or

1.24.3 If a Technical Bid is not substantially responsive, it will be rejected by the PSCDL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.25. Examination of Financial Bids and Determination of Responsiveness

1.25.1 Prior to detailed evaluation of Financial Bids, the PSCDL will determine whether each Bid

- (i) Has been properly digitally signed by an authorized signatory (accredited representative) holding power of Attorney in his favor.
- (ii) Is responsive to the requirements of all the Bidding documents.

1.25.2 A substantially responsive Financial Bid is one which will be complete in all respect as given in Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) Which affects in any substantial way the scope, quality or performance of the works;
- (b) Which limits in any substantial way, the PSCDL's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

1.25.3 If a Financial Bid is not substantially responsive, it will be rejected by the PSCDL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

1.26. Correction of Errors in Financial Bids

1.26.1 Bids determined to be responsive will be checked by the PSCDL for any arithmetic errors. Errors will be corrected by the PSCDL as follows:

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- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 1.26.2 The amount stated in the Bid will be adjusted by the PSCDL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited as per the RFP conditions.

1.27. Evaluation and Comparison of Bids

- 1.27.1 The PSCDL will evaluate and compare only the Technical bids determined to be responsive in accordance with Clause 1.23.
- 1.27.2 In evaluating the Financial Bids, the PSCDL will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 1.25;
 - (b) Making appropriate adjustments to reflect discounts or other price modification offered.
- 1.27.3 The estimated effect of the price adjustment conditions under the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation

1.28. Additional Performance Security (APS) for Unbalanced offer-

- 1.28.1 In addition to the normal performance guarantee submitted as Security deposit as per Clause 1.31, Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is unbalanced i.e., less than the estimate cost by more than 10% to 20%, in such an event the successful bidder will deposit Additional Performance Security (APS) to the extent of difference of 90% of the estimate cost and the bid amount in the shape of Bank Guarantee, issued by approved nationalized/scheduled bank agreement period, in favour of the CEO, PSCDL before signing the agreement.
- 1.28.2 If bid amount is seriously unbalanced i.e., less than the estimated cost by more than 20% in such an event successful bidder will deposit the Additional Performance Security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR, issued by approved scheduled bank, in favour of the CEO, PSCDL before signing the agreement.
- 1.28.3 The Bank Guarantee/FDR shall be released/ returned along with the normal performance security after the completion of DLP.
- If the contractor fails to complete the work or left the work incomplete, this APS shall be forfeited by the department & the agreement shall be terminated and action shall be taken in accordance with the conditions of the agreement. In case the tenderer/ contractor refused to deposit APS then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.
- 1.28.4 EMD of the bidder shall be forfeited if the APS is not provided on or before the date of signing of Agreement.
- 1.28.5 If the tenderer, whose tender has been accepted and after signing the agreement,
- (i) does not start regular actual physical items of work within 25% (Twenty-Five

- present) of the time allowed for completion, or abnormally slowdown the work or
- (ii) abandons the work or/
 - (iii) merely goes on applying for extension of time; the CEO shall serve "show cause" notice with details to the contractor in this regard and if the contractor do not reply, or if his reply is considered not satisfactory (at the sole discretion of the CEO), his performance security money or the bank guarantee in this regard shall be forfeited in favour of PSCDL.
 - (iv) If the contractor has committed a similar default on earlier occasion(s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of for a period of 2(Two) years from the date of such order, by the authority which had registered him/ her. Such orders and action shall be final binding and conclusive.

1.29. Award Criteria

1.29.1 The PSCDL will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents, Technically qualified provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of **Clause 1&2, Pre-Qualification document** and (b) qualified in accordance with the provisions of **Clause 3 of Pre-Qualification document**.

1.29.2 Financial proposals of only technically qualified Bidders shall be opened.

1.29.3 Successful Bidder will be technically qualified Lowest quoted Bidder(L1)

1.30. PSCDL's Right to accept any Bid and to reject any or all.

Notwithstanding clause 1.32, the PSCDL reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for PSCDL's action.

1.31. Notification of Award and Signing of Agreement

The Bidder whose bid has been accepted will be notified of the award by the PSCDL prior to expiration of the Bid validity period by email confirmed by registered letter. This letter (herein after and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the PSCDL will pay the Contractor in consideration of the execution and completion of the works by the Contractor as prescribed by the Contract (herein after and in the Contract called the "contract Price").

1.31.1 The notification of award will constitute the formation of the Contract subject only to the furnishing of a Security deposit in accordance with the provision of Clause 1.31.

1.31.2 The Agreement will incorporate all correspondence between the PSCDL and the successful bidder. It will be signed by the PSCDL and sent to the successful Bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the PSCDL.

1.31.3 Upon the furnishing by the successful Bidder of the Performance Security, the PSCDL will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security declaration certificate.

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1.32. Security Deposit- Performance Security & Retention Money

1.32.1 Security deposit shall consist of following two parts;

a. **Performance Guarantee** to be submitted at the time of award of work: 3% of contract price should be submitted in the form of FDR or Bank Guarantee obtained from nationalized Bank, or Demand Draft within 14 days of receipt to letter of acceptance

And

b. **Retention money** to be recovered from running bills: 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money will commence from the first billon wards @ 5% of bill value from each bill limiting to maximum of 5% of contract value.

1.32.2 Release of Performance Bank guarantee (PBG)& Retention Money

i. PBG with value 3% of contract price will be released within 60 days after satisfactory completion of O&M period provided that there is no defect detected or rectified /complied as per the direction given by EIC.

ii. Retention money shall be release within 60 days from the date of issuance of work completion certificate.

1.33. Corruptor Fraudulent Practices

1.32.1 The PSCDL requires that Bidders under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the PSCDL:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) 'Fraudulent practice "means a misrepresentation off acts in order to influence a procurement process or the execution of a contract to the detriment of the PSCDL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the PSCDL of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

1.32.2 Furthermore, Bidders shall be aware of the provision stated in general conditions of Contract.

1.32.3 Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process.

i. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the BID Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: the Bidder, its Consortium Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Consortium thereof

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(or any constituent thereof) have common controlling share holders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Consortium Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Consortium Member, as the case may be), in the other Bidder, its Consortium Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire share holding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such share holding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity share holding of such intermediary; or

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

1.34. Procedure for Submission of Bids

The submission of bids shall be done in E-tendering mode i.e., bids shall be submitted online.

Bidder should study and assess the Guidelines for bidders on using integrated e- Procurement System Govt. of Puducherry available at <https://pudutenders.gov.in>

Note: These conditions will over- rule the conditions stated in the RFP document(s), wherever relevant and applicable.

- 1.35.** The Conditions of Contract prescribed under **Form 7/8** and Contract for Works are applicable for this Contract.

BID FORMS

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BID FORMS

The bidders qualifying the Pre-Qualification Criteria should submit required details in prescribed formats appended in this section;

ANNEXURE-1
SPECIMEN FOR FORM OF TECHNICAL BID

(To be executed on bidder's letter head)

To

CHIEF EXECUTIVE OFFICER

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED

NO2, BUSSY STREET

PUDUCHERRY-605001.

Subject—"NAME OF THE WORK"

Dear Sir,

With reference to your Tender document dated *** **, I/we, having examined the Bidding Documents and understood their contents, here by submit my/ our BID for the afore said Project. The BID is unconditional and unqualified.

1. I/ We acknowledge that the PSCDL will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the afore said Project, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Contractor for the construction of the aforesaid Project and maintenance of the Project during the Defect Liability Period if any.
3. I/ We shall make available to the PSCDL any additional information it may find necessary or require to supplement or authenticate the BID.
4. I/ We acknowledge the right of the PSCDL to reject our BID without assigning any reason or otherwise and here by waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we/ any of the CONSORTIUM partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial PSCDL or a judicial pronouncement or arbitration award, nor been expelled from any projector contract by any public PSCDL nor have had any contract terminated by any public PSCDL for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the PSCDL; and
 - b) I/We do not have any conflict of interest with the tender Terms & Conditions; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

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in respect of any tender or request for proposal issued by or any Agreement entered into with the PSCDL or any other public-sector enterprise or any government, Central or State; and the undertakings given by us along with the Application in response to the Tender for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound neither to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders.
8. I/We believe that we/our Consortium satisfy(s) the Required Technical Capacity, Net Worth criteria and meet(s) the requirements as specified in the Tender document.
9. I/ We declare that we/ any Member of the Consortium or our/Consortium member, are not a Member of any other Consortium submitting a BID for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/their Consortium member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory PSCDL which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/their Consortium member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory Authority is pending either against us/any member of Consortium or against our MD or any of our directors/managers/employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the PSCDL of the same immediately.
14. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the PSCDL being liable to us in any manner whatsoever.
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage law or howsoever otherwise arising to challenge or question any decision taken by the PSCDL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to a bid by the same.
17. I/ We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the PSCDL or in respect of any matter arising out of or relating to the Bidding Process including the award of

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Agreement.

18. I/ We offer a BID Security of Rs. ----- crore (Rupees----- only) to the PSCDL in accordance with the Tender Document.
19. The BID Security in the form of a Bank Guarantee/FD/DD is attached.
20. The documents accompanying the Technical BID, as specified in the tender document, have been submitted in separate files.
21. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our BID is not opened or rejected.
22. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
23. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
24. I/We, the Consortium agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.
25. I/ We shall keep this offer valid for 120 (One Hundred and Twenty) days from the BID submission date specified in the Tender Document.
26. I/ We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours Faithfully,

Date:

(Signature, name and designation of the

Place:

Authorised signatory)

Name & seal of Bidder /Lead member

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ANNEXURE-2

DETAILS OF STRUCTURE & ORGANISATION

1.	Name, Email ID & address of the applicant	
2	Telephone No./ Telex No./Fax no. for Correspondence	
3	Legal status of the applicant (attach copies of original document defining the legal status(s). (a) An individual. (b) A proprietary firm (c) A firm in partnership (d) A limited company or corporation. (e) PSU/Central Govt. Agency	
4	(a) Certificate of Incorporation under Companies Act, 2013	
	(b) Organization/Place of Registration	
	(c) Partnership Deed in case of Partnership firm	
	(d) CONSORTIUM agreement in case of CONSORTIUM firm, details of % stake of Lead member in this case to be mentioned.	
5	Name of the Proprietor and Contact Person Also, provide the details of Power of Attorney	
6	Has the applicant or any constituent partner in case of partnership firm ever abandoned the awarded work before its completion? If so, give name of the project and reason for abandonment.	
7	Has the applicant or any partnership firm, ever been terminated/ debarred/ blacklisted by any State Govt/ Municipal Corporations/Central Govt./Any state Govt Organization, Urban Local body or any other tendering authority at the time of submission of bid.	YES/NO
8	Has the applicant or any constituent partner in case of partnership firm ever been convicted by Court of law? If so, give details (Any Litigation history)	YES/NIL
9	In which field of ELECTRICAL engineering construction, you claim specialization and interest.	-
10	In eligibility for corrupt and fraudulent practices issued by the PSCDL in his past assignments	YES/NIL
11	Mention the details, if case if the applicant is an Startup company.	YES/NO

Seal & Sign of the Applicant

ANNEXURE-3

STATEMENT SHOWING THE SIMILAR WORKS COMPLETED IN THE LAST FINANCIAL YEARS.

i.e. for a period starting from 01/04/2014 and ending one month prior to Bid Submission

S. No.	Name of Department /Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time taken in year month
						Target Date	Completion Date		Original YM
1	2	3	4	5	6	7a	7b	8	9a

Note:-(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer.
(2) It is mandatory to furnish details in this format only.

Signature of contractor

ANNEXURE-4

STATEMENT SHOWING THE SIMILAR WORKS ON HAND/ IN PROGRESS.

NOT APPLICABLE

ANNEXURE-5

FINANCIAL

INFORMATION

(To be certified by CA with valid UDIN on his company letter head)

Sr.No.	Description of Item	2017 -18	2018-19	2019-20
i	Gross annual Financial Turnover in all kinds of Civil Engineering Works/ Electrical Works/ Supply and Installation works			
ii	Net worth			
iii	Solvency Certificate	To be submitted as per the requirement		
iv	ITR statement			
v	CA Audited Balance Sheets			

Note: Separate sheets can be attached for ITR And Audited Balance Sheets

Signature of the Bidder

Name & Designation of the bidder Name of company

Rubber stamp of company with Date

Signature of Chartered Accountant with seal.

ANNEXURE-6

PROJECTS UNDER EXECUTION OR AWARDED/ LOISSUED.

NOT APPLICABLE

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ANNEXURE -7

SITE VISIT CERTIFICATE

I/we _____, authorized representative of M/s _____ have visited the site of the proposed; "**NAME OF THE WORK** in PUDUCHERRY)".

We have inspected and evaluated all the proposed Project location as mentioned in tender document with reference to its location, topography, soil conditions, shifting of services, and all other works as mentioned in tender document.

We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions. We are submitting this offer after satisfying ourselves about the local conditions, local costs, etc.

Sign of the applicant

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ANNEXURE-8

AFFIDAVIT

(To be submitted on Non-judicial stamp paper of **Rs100 duly** signed by authorized representative and notarized)

I.....S/o..... aged...
.....years.....resident.....of.....
.....(address.....

.....)(For and on behalf),do

hereby and here with solemnly a

firm/state on oath that:-

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
2. I have not suppressed or omitted any information as is required.
3. I am/ we are/ none of our partner of director is neither blacklisted nor debarred by Govt. of India/ Other State Govt. Departments/Puducherry Govt. Departments /Semi Govt. Departments.(PUDUCHERRY. & Other Govt.)
4. I do here by and here with solemnly affirm/state on oath that we were not charged as in eligible for corrupt and fraudulent practices in my past assignments.
5. I do here by and herewith solemnly affirm/ state on oath that all information furnished in annexure is correct.
6. I do here by and here with solemnly affirm/ state on oath that all information furnished in Bid forms of this RFP is correct.
7. I hereby authorize the Smart City Officials to get all the documents verified from appropriate source(s).

Deponent (.....
.....

)
Authorized signatory /for and on behalf of
.....(affix seal)

Note: Bidder should also submit this form Offline with EMD

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Verification

I..... S/o..... do here by affirm that the Contents stated in Para 1 to 6 above are true to the best of my knowledge and believe and are based on my/our record.

Verified that this..... date
of.....2022...at(Place)..... Seal of attestation by a Public
Deponent Notary with date()

Authorized signature/ for and on
behalf of.....

(affix seal)

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ANNEXURE-9

INFORMATION ON CURRENT CLAIMS, ARBITRATION, LITIGATION IN WHICH THE BIDDER IS INVOLVED.

Sl. No.	Name of Other party(s)	Agt .No. date year and Dept.	Brief of cause of claims, arbitration /dispute (give reference of contract details)	Where Litigation pending (in the department/ Court/ arbitration) (mention Dept./Court /Arbitration)	Amount involved/ claimed

Can use separate sheets for each agreement if necessary.

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ANNEXURE-10

PRE-CONTRACT INTEGRITY PACT

<<Fill the attached document and submit on Rs100 Non-Judicial stamp/e-stamp paper with seal and authorized signatory sign>>

1. **GENERAL**

1.1 This pre- bid contract Agreement (hereinafter called the Integrity Pact is made on day of the month20....., between, the Puducherry Smart city Development Limited acting through CHIEF EXECUTIVE OFFICER(Designation of the officer, Department)Puducherry Smart city Development Limited(herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure(.....) and M/s represented by Shri/ M/s(herein after called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. **OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

2.1 Enabling the BUYER to obtain the desired Stores/ Equipment/ Work/ Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and

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2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

3.1 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.2 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or Post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the contract off

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or bearing to door having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing off or bearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 4.2 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/ Integrator/ Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.6 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass onto others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also under takes to exercise due and adequate care lest any such information is divulged.
- 4.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from tender process.
- 5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be

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disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY / (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) To be paid in the form of FDR/Bank Guarantee (in favor of, CHIEF EXECUTIVE OFFICER Puducherry Smart City development Limited) of any nationalized / scheduled banks except Cooperative Banks.
- (ii) A confirmed guarantee by an Indian nationalized /schedule bank promising payment of the guaranteed sum to the..... (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

6.2 The Earnest Money/ Security Deposit shall be valid upto a period as per RFP.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing an action for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the afore said provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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- (i) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest there on at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the afore said sum and interest.
- (iv) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the Government of Puducherry for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle men or agent or broker with a view to securing the contract.
- (viii) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (ix) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or stepchild who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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- (x) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forth with to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amounts payable from the money(s) due to the BIDDER.
- 7.2 The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. INDEPENDENT MONITORS

- 8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The Monitor will submit a written report to the designated Authority of BUYER/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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9. LAW AND PLACE OF JURISDICTION

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be PUDUCHERRY/ CHENNAI.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 7 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at
.....**on**

BUYER

BIDDER

Name of the Officer

Designation/ Organisation

Witness

Witness

1)

1)

2)

2)

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ANNEXURE-11

POWER OF ATTORNEY

(To be notarized on Rs.100 Non-Judicial Stamp Paper)

Know all men by these presents, we,.....(name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr /Ms.....son/daughter/ wife of.....and presently Residing at.....,who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for 'NAME OF THE WORK," including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to PSCDL, representing us in all matters before PSCDL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with PSCDL in all matters in connection with or relating to or arising out of our proposal for the said Assignment and/ or upon award there of to us till the entering into of the Agreement with PSCDL.

AND GENERALLY, to act as our Attorney or agent in relation to the Proposal for the work of "Brief description of work" on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF , 2022

For.....

(Signature, name, designation and address)

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Witnesses:

1.

2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

To be executed by the sole Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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ANNEXURE-12
JOINT VENTURE/consortium AGREEMENT

(To be notarized on stamp paper of appropriate value)

(1) The Consortium agreement made and entered into at _____ (place) on day of _____ (YEAR)

by and between.

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

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

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

a. "The PSCDL" shall mean Puducherry Smart City development Limited

b. "The Works" shall mean

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

c. "The Tender" shall mean the Tender to be submitted by Consortium to the PSCDL for the work/ works.

d. "The Contract" shall mean the contract entered/ to be entered into between the Consortium and the PSCDL for the works.

(3) **Consortium:**

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

Witnesses: Whereas Puducherry Smart city Development Limited () has invited tenders from intending bidder and has permitted a group of firms (not exceeding three) forming a Consortium to be eligible to be a bidder. And whereas party of the first part and party of the Second part/ third part (if applicable) are desirous to enter into a Consortium in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of constructing

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_____ and whereas Parties of the first and Second part /third part (if applicable) reached understanding to submit pre-qualified/tender, if pre-qualification, and to execute the contract if awarded;

This agreement witness as follows.

- (a) The parties do not enter into an agreement of any permanent partnership of Consortium to tender or undertake any Contract other than the specified above;
- (b) That the operation of this Consortium firm concerns and is confined to the work of _____ of Puducherry Smart City development Limited
- (c) The name of the Consortium firm for convenience and continuity shall be
- (d) The Address of Consortium for communication shall be as under.
- (e) The Consortium shall jointly submit pre-qualification application on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- (f) That this Consortium shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions.
 - (1) _____ firm shall be the lead company in charge of the Consortium for all intents and purpose.
 - (2) In case the said work is awarded to the Consortium, the partners of the Consortium will nominate a person with duly notarized power of Attorney on stamp paper, who will represent the Consortium with the authority to incur liabilities ,receive instructions and payments, sign and execute the contract for an on behalf of the Consortium,
 - (i) All the (Maximum Three) parties agree to make financial participation and to place at disposal of Consortium the benefits of its individual experience, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including the provision of information, advice and other assistance required in the Consortium and participation shall be in proportion of, Firm -A.....% Firm-B %
 - (ii) All rights, interests, liabilities, obligations work experience and risks (and all net profits or net losses) arising out of the contract shall be borne by the parties in proportion to their shares. Each of the parties shall furnish its proportionate share in

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any bonds, guarantees, sureties required for the works as well as its proportionate share in connection with the works. The share and participation of the two/three partners in working capital and other financial requirements shall be in ratio as mentioned above.

(5) Internal responsibilities and liabilities:

- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the PSCDL for the whole work.
- (b) The parties specifically undertake to carry out their separate works in full compliance with the contract with the PSCDL. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual's party's area of responsibility and/ or it has been caused due to acts and/ or omission of the concerned party.
- (c) The parties jointly and severally agree to replace modify or repair any defect in their respective portions of works in accordance with the terms and condition of the contract with the PSCDL.
- (d) The parties jointly and severally shall indemnify and hold harmless to each other against any claim made by the PSCDL or any other third party for injury, damage, loss or expenses is attributed to the breach /non-performance of his responsibilities by the indemnifying party in accordance with the agreements and /or contract with the PSCDL.
- (e) None of parties have joined in any other Consortium for the said works.

(6) Responsibilities and liabilities of Consortium towards the PSCDL:

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

(7) Site management:

- (a) The execution of the work on the site will be managed by a Project Manager appointed by the Consortium and who will report to the (consortium.) the project manager shall be authorized to represent the Consortium on site in respect of matters arising under the contract.
- (b) The _____ (Name of the consortium.) shall be jointly and severally liable to the PSCDL for the execution of the contract commitment in respect of the works in

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accordance with contract conditions.

(8) Termination of the Agreement:

This agreement shall be terminated in the following circumstances.

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

(10) Financial matter:

- (a) Bank Account in the name of the Consortium will be opened with any scheduled or nationalized Bank to be operated by an individual signatory as decided mutually by the Consortium partners.
- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date, respectively Shall be prepared and the same shall subject to audit by a Chartered Accountant.
- (c) None of the party shall be entitled to make any borrowing on behalf of the Consortium without express prior written consent of the other party.
- (d) Bank guarantee for the application/ execution of the work shall be provided jointly from a bank acceptable to the PSCDL.

- (11) Negotiation:** Any negotiation of agreement between the parties hereto and the PSCDL subsequent to the submission of the tender and prior to award, shall take place only with consent of each of the parties who shall be represented at the such negotiation by one or more representative(s) duly empowered to make such negotiation or agreement.

- (12) Legal jurisdiction:** All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of High court at Chennai.

- (13) Settlement of disputes:** Any dispute in interpretation of any condition mentioned Here in shall be referred to an arbitrator/tribunal by mutual consent of the partners and such proceedings shall be governed by contract disputes tribunal act and as amended from time to time. The award of arbitrator shall be final and binding on the party here to. Neither the obligation of each party here to the performance of contract nor the execution

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of work shall stop during the course of arbitration proceeding or as a result thereof.

(14) Insurance:

- (a) The Consortium through the parties individually shall take such insurance in connection with the work in accordance with the tender condition as acceptable to the PSCDL.
- (b) The cost of the insurance premium paid by the Consortium shall be borne and paid by the parties in proportion to the respective shares of work. Other insurance taken individually by the parties shall be fully borne by the respective parties.

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

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

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

Witness:

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

Witness:

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

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FORMS OF SECURITY & CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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ANNEXURE-A: SPECIMEN FORMAT FOR DECLARATION
(To be executed on bidder's letter head)

To
CHIEF EXECUTIVE OFFICER
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED
NO2, BUSSY STREET
PUDUCHERRY-605001.

Subject: Selection of Contractor for “**INSERT PROJECT TITLE**”

Ref:

The undersigned, having studied the pre-qualification submission for the above-mentioned project, here by states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the PSCDL may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations [delete if not required].

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity) _____

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ANNEXURE-B: SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:
To,
The CHIEF EXECUTIVE OFFICER
Puducherry Smart city Development
Limited,
No:2, Bussy street,
Puducherry-605001
Dear Sir,

Sub: Our Bank Guarantee

No. _____ dated _____ for Rs. _____ Favoring
yourselves issued on a/c of M/s. _____

(Name of contractor).....

We confirm having issued the above mentioned guarantee favoring yourselves,
issued on account of M/s. _____ validity
for expiry upto date _____ and the claim expiry date upto
.....

.....
We also confirm 1) _____

2) _____ is/are empowered to sign such Bank Guarantee on behalf of
the and his/their signatures is/are binding on the Bank

Name of signature of Bank Officer

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ANNEXURE C- SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs.100/- non judicial Stamp Paper and notarized) Bank Guarantee No. []

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED accompany incorporated under the (Indian) Companies Act, 2013, with its registered office at (here in after referred to as PSCDL, which expression shall, unless it be repugnant to the context or meaning there of, include its successors-in-title and permitted assigns);

WHEREAS:

- (A) PSCDL has entered into a contract for providing contracting services dated [insert date] (the Contract) with [insert name of Contractor], a company/firm [incorporated /registered] under the [insert name of the relevant statute under which the Contractor has been incorporated or registered, as the case may be], [with its [registered/principal] office at [] (hereinafter referred to as the Contractor, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- (B) In terms of the Contract, the Contractor has agreed to provide the Services for **INSERT PROJECT TITLE**, to implement the Smart Cities Mission in Puducherry, pursuant to the Request for Proposal dated [] (referred to as the Tender) and other related documents including without imitation the draft Contract (collectively referred to as Bid Documents).
- (C) In terms of the letter of award (the LOA) dated [insert date] issued by Client to the Contractor and in accordance to terms and conditions of Contract, the Contractor is required to furnish to PSCDL, an unconditional, irrevocable, on demand bank guarantee for an amount of Rs (Insert amount equivalent to 3 % of Total value of Contract) the Guaranteed Amount as security for the due and punctual performance or discharge of the Contractor's obligations and liabilities under the Contract.
- (D) At the request of the Contractor and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Contractor of its obligations and liabilities under the Contract

NOW THEREFORE THIS DEED WITNESSES THE FOLLOWING:

1. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Contract. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to PSCDL the payment in full of all amount at
2. Any time that maybe due, owing or payable to PSCDL from the Contractor for the failure of the Contractor to duly and punctually perform all of its obligations under the Contract during the term (Guarantee), with Out any demur, reservation, protest or recourse, Immediately on receipt of a demand from PSCDL. The Guarantee is given on consideration received from the Contractor (the receipt and sufficiency of which is here by acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times maintained at the amount equivalent to the Guaranteed Amount. The Guarantor further agrees that this Guarantee does not limit the number of claims that maybe made by PSCDL against the Guarantor. Upon a

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payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that PSCDL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of demand so made by PSCDL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision here of.
4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organization, dissolution or liquidation of the Contractor or any change in ownership of the Contractor or any purported assignment by the Contractor or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that PSCDL shall first attempt to procure the Guaranteed Amount from the Contractor or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, PSCDL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or PSCDL:
 - (a) any time or waiver granted to, or composition with, the Contractor or any other Person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Contractor or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Contractor's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - (f) any part performance of the Contract by the Contractor or by any failure by PSCDL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that for any reason the Contractor enters or threatens to

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enter into any proceedings in bankruptcy or re-organization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Contractor of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to PSCDL on demand.

7. So long as any amount is due from the Contractor to PSCDL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Contractor, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Contractor or any such other Person in competition with PSCDL. If the Guarantor receives any payment or benefit in breach of this clause, it shall hold the same upon trust for PSCDL.
8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate. Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from PSCDL, such notice to be issued promptly upon such occurrence.
9. The Guarantor represents and warrants to PSCDL that:
 - (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;
 - (b) The Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will:
 - (i) contravene any material provision of any Applicable Law;
 - (ii) conflict or be inconsistent with or result in any breach of any of the material terms, Covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body authority, or any subdivision thereof, is required to authorize, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Puducherry at [].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of PSCDL in exercising any right, power or privilege hereunder and no course of dealing between PSCDL and the Guarantor, or the Contractor, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which PSCDL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or

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- demand in similar or other circumstances or constitute a waiver of the rights of PSCDL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with PSCDL to replace the invalid, illegal or unenforceable provision.
 13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
 14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and PSCDL shall constitute a single binding agreement.
 15. PSCDL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer Any of its rights or obligations under this Guarantee.
 16. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) Upon PSCDL, at [insert address]; and
 - (b) Upon the Guarantor, at [insert address].
 17. Any demand, notice or communication would have been deemed to have been duly Served:
 - (a) if delivered by hand, when left at the proper address of services; and
 - (b) if given or made by pre-paid registered post or facsimile, when received.
 18. Either party may change the above address by prior written notice to the other party.
 19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Puducherry/Chennai.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [insert name of Bank] Bank, by [insert name of branch] Branch by hand

Of [insert name of signatory]

It's [insert designation] and duly authorized representative

Authorized by [Power of Attorney dated [insert date]] OR [Board resolution dated [insert date]].

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ANNEXURE-D: SPECIMEN CONTRACT AGREEMENT

(To be executed on Rs.100/- non-judicial stamp paper)

[the successful tenders shall fill in this form in Accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

Between

- (1) PUDUCHERRY SMART CITY DEVELOPMENT LIMITED a company incorporated under the (Indian) Companies Act, 2013, with its registered office at No:2 Bussy street, Puducherry-605001 (hereinafter referred to as PSCDL which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);
- (2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the PSCDL board invited tenders against tender no.[number] for execution of [tender title and brief description] and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the PSCDL/ board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract agreement;
 - (b) Special conditions of contract;
 - (c) General conditions of contract;
 - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
 - (e) Notice inviting tender;

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- (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
- (g) The contractor's bid and original price and delivery schedules;
- (h) The PSCDL/ board's notification of award;
- (i) correspondence the PSCDL/board has exchanged with the bidder till and after award of contract [specific letters and dates]
- (j) And [add here any other documents]

AND WHEREAS PSCDL/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with PSCDL/BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the PSCDL / board does hereby agree with contractor that PSCDL /board will pay to contractor the respective amounts for the work actually done by him and approved by PSCDL/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. In consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to PSCDL/ board for the services rendered by PSCDL/ board to contractor as set forth in contract and such other sums as may become payable to PSCDL/ board towards loss, damage to the PSCDL/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

6. Order of Precedence

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents

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shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any)
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions,
- (e) the General Conditions,
- (f) the Specification,
- (g) the Drawings, and
- (h) the Schedule and any other documents forming part of the Contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

For and behalf of the PSCDL/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation] In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor] In the capacity of [insert title or other appropriate designation]
In the presence of [insert identification of official witness]

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ANNEXURE-E:

FORMAT FOR BID SECURITY DECLARATION CERTIFICATE IN LIEU OF EMD

(To be printed on Rs 100 Non-judicial stamp paper of appropriate value) Bid-Security Declaration
To

CHIEF EXECUTIVE OFFICER
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED,
UDUCHERRY

Reference: (1) RFS No.: _____.
(2) Our Bid No. dt.

I/We, irrevocably declare as under:

I/We understand that, as per Clause .of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to PSCDL's rights to claim damages or any other legal recourse) if,

- 1.I am /We are in a breach of any of the obligations under the bid conditions,
- 2.I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3.On acceptance of our bid by PSCDL, I/we fail to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

(Note: In case of a consortium, the Bid Security Declaration must be in the name of all partners of the consortium that submits the bid).

ANNEXURE-F
PAYMENT TERMS

1. This Bid is for Supply, Installation, Testing and Commissioning of 'All in one Solar system" for Illumination System including Operation & Maintenance of 7 (seven) Years in **Puducherry**.
2. The rates and prices shall be submitted in the electronic formats given by CG e-Procurement System <http://puduteners.gov.in>. rates and prices received in any other formats will be rejected and the Bids will be disqualified.
3. **Bidder has to offer his Lumpsum/ Item rate price online in Envelop C only. Bid will be rejected if offered prices are found elsewhere in the RFP.**
4. It will be entirely at the discretion of the PSCDL to accept or reject the bidder's proposal, without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
5. No column in the Price Bid shall be left blank. In case the price is not quoted for any item, the bidder shall be deemed to have covered the cost of such items (according to the requirements of the bid document) elsewhere in the prices quoted for other items and no extra payment on this account will be made. The prices shall allow for all the works covered under the bid and all liabilities and contractual obligations whether separately specified or not. No extra payment shall be given for any item which is required to complete and perform the project.
6. The Price Schedules are to be read in conjunction with the conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of one another.
7. The bidder shall interpret the data furnished and carry out any additional survey work or investigation work required at his own cost. The prices quoted shall also include the cost of materials utilized for testing and transportation to site.
8. The bidder should acquaint himself with the site conditions including the access to work site. The successful bidder shall have to make suitable access to work sites at his own cost. These accesses will be used by the other contractors working for Puducherry Smart City development Limited
9. If applicable, 1% of the value of work will be deducted from the Running bill against Labour cess, which shall be non-refundable.
10. The prices shall be quoted inclusive of all taxes (such as GST & other applicable taxes), royalties and duties prevailing at the time of submission of the bids. Statutory variation if any during the currency of contract shall have to borne by the agency which shall be not reimbursed by the Puducherry Smart City development Limited. Rate quoted by the Bidder shall be firm for the entire period of Contract without any escalation in accordance with the conditions of Contract.
11. The item descriptions in price schedule are for subject matter guidance only. The prices shall include all the equipment / materials / accessories and services required as per the specifications.
12. Payment will be made with respect to the payment schedules provided and based on actual quantities executed at site which are verified and approved by the PSCDL jointly with the contractor. No interim payments will be made.

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13. Contractor should submit complete sets of Working Manuals and Warranties in both hard and soft copies (3 sets) 15 days prior to the issuance of work completion certificate. If he fails to submit the same, he may be liable to the penalty and due to non-achievement of project milestones (if applicable).
14. Contractor in no case is allowed to execute the work without the prior consent and approval . by the PSCDL .

Payment Schedule for “Supply, Installation, Testing and Commissioning of 'All in one Solar system" for Illumination System including Operation & Maintenance of 7 (Seven) Years .”

Sr No.	Payment Stage	Percentage weightage%	Remarks
A	Supply, Installation, Testing and Commissioning of 'All in one Solar system" for Illumination System including Operation & Maintenance of 7 Years in Puducherry by all means to the satisfaction of Engineer-in-Charge	100% of Amount quoted towards project implementation/ CAPEX	Payment shall be made on pro-rata basis for each item of work executed at site and based on the measurements entered in PSCDL's record (Measurement Book).
a.1	Against Supply of equipment and accessories at Site and submission of purchase invoices and material proof.	60.00%	Payment will be made only after inspection and certification by EIC.
a.2	After Installation	15.00%	Payment will be made only after successful installation and certification by EIC
a.3	Testing & Commissioning	25.00%	Payment will be made only after successful Testing & certification by EIC
B	Operation & Maintenance	100% of Amount quoted towards OPEX	Bidder to offer his price for O&M Separately
b.1	On successful Completion of seven (7) Years of O&M period to the satisfaction of Engineer-in-Charge upon achieving Service Level Benchmarks	100% of quoted price towards O&M	Payment will be made on Half yearly basis/ for every Six months from the period from start to end of Operation & Maintenance of Seven years in equal installments.
	<p><i>Note:</i></p> <p><i>1. Notwithstanding anything to the contrary contained herein, No Price escalation will be applicable for this contract. No claims towards the escalation shall be entertained.</i></p>		

ANNEXURE G
TECHNICAL SPECIFICATION.

TECHNICAL SPECIFICATION

Pictures shown are indicative only. Bidders are allowed to propose the item as per their understanding & meeting the technical requirement subject to final approval of samples by the bid evaluation committee.

SPECIFICATIONS FOR STREET LIGHT FIXTURES

DESCRIPTION : Design, Supply, Installation, Testing, Commissioning of 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from The Park Hotel junction to chief secretariat on Beach Road in PUDUCHERRY under Smart City Mission. (with 7 years operation and maintenance)

ILLUMINATION LEVELS:

SPECIFICATIONS

Sub: Design, Supply, Installation, Testing, Commissioning of 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from The Park Hotel junction to chief secretariat on Beach Road in Puducherry under Smart City Mission.

Solar Integrated LED Street Light

Supply, Installation, testing and commissioning of aesthetically designed solar street light luminaire with following technical criteria:

Luminaire:

The luminaire shall deliver a system lumen > 6000 lm by consuming wattage <45W. The luminaire shall be with 3000K and CRI > 70. The luminaire shall have a rated life of 50,000 burning hours @ L70. The luminaire shall be street light made of pressure die-cast aluminum body. The bottom cover shall be polycarbonate with IP 67 and IK 08 rating. The LED shall be SMD type.

Battery:

The battery used in the system shall be LiFePO4. The battery capacity shall be 100Ah with Life cycles of 2000 cycles @ 90% DOD. The battery shall be integrated inside the square aluminum alloy pole, for which the battery compartment shall be with IP 68 protection. The Operating temperature of the battery shall be -0 to 60 °C. The size of the battery shall be not less than 120x140x450mm and weigh not more than 12.2kg. The system shall carry a battery management system along with the battery.

PV Module:

PV cell technology shall be mono-Si, which shall be mounted on four sides of the square aluminum pole. The PV module and the pole shall be an integrated system (Top mounted solar panel is not accepted). Watt peak rating per module should be minimum 180 Wp / 23Voc. Solar cell efficiency (under STC) 16.40%. Number of strings on the pole shall be min 8 nos with parallel striping topology. The lifespan of the PV module shall be > 15 years. The dimension of the PV module shall not be less than 172x172x4000mm per string.

Column:

The total height of the column shall be 6m above ground level. Aluminum alloy bottom part shall be 4m and solar PV module part shall be 2m. Size of the square column shall not be less than 172x172mm. The column shall have a special locking arrangement for the battery compartment. The aluminum shall be powder coated with RAL 7043. Total nominal peak power output shall be 360 Wp. The Light poles shall be EN 40-6 & CE certified. Battery compartment to be provided with Lock and Key mechanism for security purpose.

Additional Specifications:

1. Thermal management of LED: Good thermal management system should be provided and LED must be mounting on heat sink conductive aluminum with suitable large areas surface by means of fins to dissipate the heat to ambient air.
2. Application Standard the fixture should confirm to applicable IEC 60598-1, IEC 61000-3-2 and IEC 61547.
3. Test Compliance for LED is LM 80 (IS-16105) and Test Compliance for Fixture is LM 79 (IS-

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16106, IEC 60598/IS:10322). Successful tenderer shall submit test compliance at the time of delivery. However, the tenderer shall submit an undertaking for the same at the time of submission of the bid.

4. **Power Management:** programmable per application scenarios, dynamic light profile customer specific, run time extension and Remote monitoring options to be there for future upgrade

Remarks

1. **Warranty: 7 Years on manufacturing defects.**
2. **Accessories for installation include suitable size base / foundation plate along with flanges, nuts, bolts etc.**
3. **The firm shall submit BIS/NABL accredited lab report to confirm parameters of LED fittings.**
4. **The successful tenderer shall provide service engineer for supervision of installation & commissioning of solar pole free of cost as & when required.**

DRAWINGS

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

	Drawing Title	DRG
	6 M ALL IN ONE SOLAR SYSTEM FOR ILLUMINATION.	Ref Page no 76

ANNEXURE-H: DRAWINGS & TEST CERTIFICATIONS

I. List of Drawings to be Submitted after Award of Contract

Following Drawings, calculations & schedules shall be submitted for approval before procurement, fabrication and Installation of equipment's at site. This is minimum list of drawing to be given by contractor for review but shall not limit himself to this list, but it is responsibility of Contractor to provide all drawing, design data as instructed by employer.

A) Drawings

- 1.0 Plan drawing for Lighting Layout
- 2.0 Cable route or Looping Layout
- 3.0 Single Line Diagram
- 4.0 General Arrangement Drawing of Lighting Distribution Box / Panel
- 5.0 Earthing Layout

B) Calculations

- 6.0 Lighting Calculation
- 7.0 LT cable sizing & Voltage Drop calculation
- 8.0 Earthing Sizing Calculations

C) Schedules

- 9.0 Cable Schedule
- 10.0 Lighting DB Schedule

II. Tests and Certificates- To be submitted with Technical Bid.

The BIDDER shall submit Declaration of Conformity for „All in One Solar LED Street Light System“ along with Calibration report of testing equipment for approval to employer before dispatch of material. The BIDDER/OEM shall provide Declaration of Conformity safety compliance report for charge controller and should be certified as per IEC60598-1, IEC 61000-3-2, IEC61547. Battery should comply with IS16406:2015/IEC62133:2012, for this Bidder shall submit BIS certification along with Bid document.

RFP for SITC of Solar based illumination System

BIDDER Page 91 of 94 RSCL

Test on LED Lighting

a. Type test

- ☑ IP 68
- ☑ Driver Test as per IEC - 62384
- ☑ LM79 & LM80. Bidder shall provide Third Party Report
- ☑ IK > 07 Test Report
- ☑ Bidder /OEM shall submit Declaration of Conformity CISPR-15, EN50-530, IEC 61347/2/13

Type Test on Lifepo4 battery

- a. IP -68. Bidder should provide Third Party Type Test Report.

Test on Vertical Pole

- a. Third party test lab report for vertical pole tested for suitable shock & vibration test to meet safety parameters.

ANNEXURE-I

COMPREHENSIVE WARRANTY ,OPERATION AND MAINTENANCE :

The Warrantee/ Guarantee & AMC period for complete all in one Solar Street Light(except PV modules) against any manufacturing/ design/ erection defects shall be minimum 7 years from the date of erection . All the arrangements for keeping all the Solar Street Lights functional shall be the sole responsibility of the successful bidder .The PV modules shall be warranted for a minimum period of 15 years from the date of supply. (Output wattage should not be less than 90% at the end of 15). The mechanical structures, electrical components, luminary including battery and overall workmanship of the Solar power pack Systems must be warranted for a minimum of 7 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 centre of the firm. Rectification of all the major defects developed in the Solar Street Light during Warrantee/ Guarantee & AMC period shall have to be done by the contractor promptly, at the most within 3 days from the date of receipt of complaint. The successful bidder should engage them in their service centre to provide necessary repairs and maintenance service including installation of the systems during the time of execution .Necessary maintenance spares for trouble free operation shall also be supplied at service centres. 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 12 hours of issue of any such complaint by the purchaser. The service personnel of the Successful Bidder will make routine maintenance visits. The maintenance shall include thorough testing & replacement of any damaged parts .Apart from this any complaint registered/ service calls received / faults notified should be attended to and the system should be repaired/ restored/ replaced within 12hours. The deputed personnel shall be in a position to check and test all the components regularly . Normal and preventive maintenance of the solar systems such as cleaning of module surface, cleaning of batteries, tightening of all electrical connections, also the duties of the deputed personnel during maintenance visits. During operation and maintenance period of the systems, if there is any loss or damage of any component due to miss management/miss handling or due to any other reasons pertaining to the deputed personnel, what-so-ever, the supplier shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component. Replacement of any component due to theft or natural calamity shall not be the responsibility of the contractor.

ESTABLISHMENT OF SERVICE CENTER :The contractor shall have to establish service centre at Puducherry for the timely maintenance of the Solar Street Lights. Consumable parts should be maintained at the service centre as spare parts for carrying out the proper maintenance of the Solar Street Lights.

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lights. The following minimum details must be provided in the Manual:

About Photovoltaic

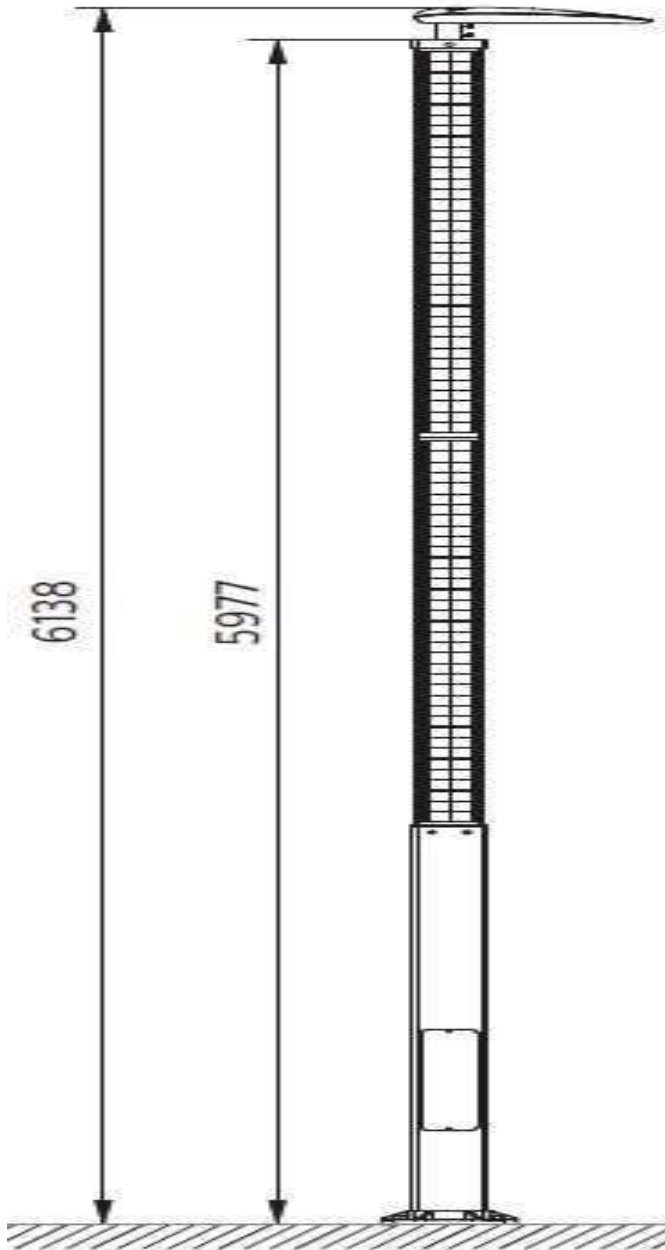
- About Solar Street Lights - its components and expected performance
- About PV module.
- About LED LUMINAIRE
- About battery.
- Clear instructions about erection of pole and mounting of PV module and lamp housing assembly on the pole.

- About charging and significance of indicators.

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- Clear instructions on regular maintenance and trouble shooting of the Solar Street Lights.
- Name and address of the contact person for maintenance.

ANNEXURE - J



INDICATIVE DRAWING