

Price Rs.1050/-
(Non-refundable)



COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA)

No.H-1/1/2012:CSEZA dated the 12th March 2015

EXPRESSION OF INTEREST

FOR

SELECTION OF O&M AGENCY

For

Operation, Maintenance and Management of Power Distribution System in Cochin Special Economic Zone (CSEZ)

Form has been downloaded and Rs.1,050/ as fee of form is enclosed.

Yes/No

(Please check that all the 39pages are intact in the document)

COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA)
MINISTRY OF COMMERCE/GOVT. OF INDIA
CSEZ ADMINISTRATIVE BUILDING
KAKKANAD, KOCHI-682037.

EXPRESSION OF INTEREST FOR PROVIDING SERVICES OF OPERATION, MAINTENANCE AND
MANAGEMENT OF POWER DISTRIBUTION

Cochin Special Economic Zone Authority (CSEZA) under the Ministry of Commerce & Industry, Government of India, invites Expression of Interest from eligible, reputed and experienced public sector companies/firms for operation, maintenance and management of power distribution system in CSEZ. The applicant shall also be responsible for enhancing the services/functionality of the system.

For overview of the scope, pre-qualification criteria, bidding terms and conditions and suggested response formats, please visit website <http://www.csezauthority.in>.

Interested firms/companies who meet the pre-qualification criteria may furnish their Expression of interest with all necessary documents in a sealed cover alongwith the covering letter duly signed by an authorized signatory and a non-refundable processing fee (cost of the form) of Rs.1,050/-. (Rupees One thousand and fifty only) in the form of a demand draft (drawn in favour of CSEZ Authority Fund payable at Ernakulam) on or before 30.03.2015 by 11.00 hrs. at the following address:

Chairperson
Cochin Special Economic Zone Authority
O/o The Development Commissioner, CSEZ,
Ministry of Commerce & Industry,
Government of India,
Kakkanad, Ernakulam – 682 037.

Disclaimer: This Invitation for EOI is not an agreement and is neither an offer nor invitation by CSEZA to the prospective Applicants or any other person. The purpose is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Invitation for EOI. This Invitation for EOI includes statements, which reflect various assumptions and assessments arrived at in relation to the Consultancy that may not be accurate.

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SECTION – I

NOTICE

Expression of Interest

No.H-1/1/2012:CSEZA dated 12.03.2015

Subject : **Notice for calling Expression of Interest for providing services for Operation, Maintenance and Management of Power Distribution System in CSEZ**

Applications in prescribed proforma are invited by the Chairperson, Cochin Special Economic Zone Authority (CSEZA), Ministry of Commerce & Industry, Government of India from eligible, reputed and experienced public sector firms meeting the pre-qualification and eligibility criteria for rendering services of Operation, Maintenance and Management of power distribution system in Cochin Special Economic Zone (CSEZ), covering the scope of services specified/detailed herein in this EOI.

1	Name of work	Providing services for Operation, Maintenance and Management agency for power distribution system in CSEZ.
2	Sale of forms	Can be downloaded from www.csezauthority.in from 13-03-2015 to 30-03-2015
3	Last date of submission of application form	30-03-2015
4	Date and time of qualification cum technical bid opening	30-03-2015 at 3.00 PM
5	Cost of the Form	Rs.1050/- (Rs.1000+ VAT 5%)
6	EMD/EMBG to be deposited alongwith application form	Rs.1,50,000/-

SECTION - II

1. Introduction

Cochin Special Economic Zone (CSEZ) is a Special Economic Zone owned and operated by the Ministry of Commerce, Government of India. CSEZ is functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, New Delhi. The Zone acts as an export hub for the industries whose products are marketed to the overseas.

Cochin Special Economic Zone Authority (CSEZA) is an authority created under Special Economic Zone Act, 2005. It functions as an infrastructure facilitator of the Zone by assuming the role of a Developer of the Zone. CSEZA distributes power and water required by the industries in the Zone. It also manages a common effluent treatment plant within the Zone.

Government of Kerala granted Power distribution license to CSEZ vide *G.O.(Rt)No.118/02/PD* dated 20.6.2002. On obtaining NOC from the KSERC, vide their letter *No.KERC/CSEZ/2/71/2005* dated 1.1.2005, CSEZ started power distribution inside the Zone w.e.f. 1.5.2005. The basic objective of this EOI is to enable CSEZA in distribution of uninterrupted power in the Zone through a pre-paid energy management system. The CSEZA intends to have a tie up with such an agency which can handle operation, maintenance and management of the power distribution system in an efficient manner.

The successful agency should enter into an agreement with CSEZA for operation, maintenance and management of power distribution system.

2. General Objectives of the Contract for O&M Services

The Operation, Maintenance and Management envisages all the required tasks to ensure

1. Maximum system availability.
2. Most efficient, effective and optimum usage of electrical system.
3. Enhance the life expectancy of equipments.
4. Regular operation and maintenance of equipments.
5. Compliance of safety rules and regulations.
6. Preventive maintenance / scheduled maintenance.
7. Break down maintenance.
8. Maximum service to consumers for maintaining uninterrupted power supply.
9. Maintenance of proper records of operation and maintenance (Log book, registers, check list etc as in practice by a distribution licensee).
10. Assistance to CSEZA in expansions and modifications
11. Formulation of tenders and associated documents in relation to power distribution.
12. Timely and qualitative completion through effective project management consultancy services.
13. Preparation of reports and monitoring power consumption.
14. Providing comments/suggestions/advice for safeguarding the interest of CSEZA on all power distribution matters as and when required including that on Regulations/Orders issued by KSERC.
15. Advising CSEZA and taking necessary steps for power procurement.
16. Liaisoning with KSERC, KSEB, Electrical inspectorate and preparation & presentation of ARR&ERC, Truing up and related correspondences.

3. Eligibility Criteria

While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described below:

Sl. No.	Eligibility criteria	Document to be submitted
3.1	Should be a public sector limited company/firm registered in India	a) Certificate of incorporation b) Memorandum of Articles of Association c) DIN of all Directors d) Latest annual report
3.2	Turnover for last two years should be at least Rupees Seventy lakh per annum	Profit and Loss Account for 2012-13 and 2013-14.
3.3	Should have sufficient expertise and experience in design, supply, installation, testing and commissioning of 110 KV substation	Experience Certificates/Client feedback certificates
3.4	Should have minimum three years experience in O&M of power distribution system	Experience Certificates/Client feedback certificates
3.5	ISO certified companies will get due weightage. Other international certifications will also be given weightage	Copy of the certificates

3.6 Should have minimum manpower and facilities as detailed elsewhere in this document and have the capability to provide additional manpower as and when required by CSEZA.

4 Selection/Evaluation Process:

4.1 **Brief description of the selection process:** A two stage selection process will be adopted in evaluating the proposals. In the first stage, a qualification cum technical evaluation will be carried out followed by a financial evaluation in the second stage.

4.1.1 **Criteria for evaluation: Qualification cum Technical proposals :** The proposal will be evaluated on the basis of the experience of the applicant. Only those companies whose proposals score 80 marks or more out of 100 shall qualify for the second stage.

The scoring criteria to be used for evaluation shall be as follows:

Sl. No.	Scoring criteria		Marks	Maximum marks
1	Satisfactory completion of similar work (Design & Installation of 110kV substation & power distribution system)	One work	25	35
		Two works	30	
		More than two works	35	
2	Capability	Experience in Design, Engineering, Implementation	15	30
		Availability of Experienced/Qualified Engineers/staff	15	
3	Turnover	At least Rs.70.00 lakh	10	15
		Above Rs.70.00 lakh	15	
4	Experience	Min. three years experience in O&M of 110KV substation	10	15
		More than three years experience in O&M of 110KV substation	15	
5	Certifications			5

4.1.2 Evaluation of Financial proposals: The financial bids of all applicants who score 80% or more marks in technical evaluation shall be opened and the lowest financial bid shall be determined.

4.2 A Committee constituted by Chairperson, CSEZA shall select the agency based on the eligibility criteria and other guidelines prescribed for the same.

4.3 Miscellaneous : The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ernakulam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection process.

5. General Terms and Conditions

5.1 Agreement

5.1.1 The selected company will have to sign an agreement with CSEZA as per the format specified in Annexure D.

5.1.2 The agreement is non-exclusive in nature. The agreement shall not restrict CSEZA from contracting for identical or similar services from any other person/party.

5.1.3 Duration of agreement: This agreement shall initially be valid for a period of **one year** from 1st day of May 2015 which may be extended for an additional period of two years unless as provided herein revoked earlier for whatever reasons. If at any stage during the tenure of this agreement, it comes to the notice of CSEZA, directly or through some other complaint, that the O&M agency had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the O&M agency, this agreement shall stand terminated immediately upon intimation to the O&M agency. On completion of the tenure of the agreement, the O&M agency shall hand over all the materials belonging to the Client or to the Client's representative and the O&M Agency shall remove all materials belonging to them including workforce from the site without any delay. However, the O&M agency shall continue to discharge their responsibilities on the same terms and conditions till the next O&M agency takes over.

5.1.4 Extension of agreement: CSEZA may extend, if deemed expedient, the period of agreement by **one year** at one time, for another two years on the same terms and conditions based on the assessment of the performance of the O&M Agency. The decision of CSEZA shall be final in regard to the grant of extension.

5.1.5 Restrictions on Transfer agreement: The O&M agency shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/partnership/third party shall be created without the prior written consent of CSEZA.

5.1.6 Liability: Except as provided in this Agreement, hereinbefore, CSEZA shall not be liable to the O&M Agency by virtue of termination of this agreement for any reason whatsoever for any loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of this Agreement.

5.2 Suspension, Revocation or Termination of agreement

5.2.1 CSEZA reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, CSEZA shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges shall be payable by CSEZA.

5.2.2 CSEZA may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of three months issued to the O&M agency at its registered office, terminate / or suspend this agreement under any of the following circumstances:

- a) The O&M agency failing to perform any obligation(s) under the agreement.
- b) The O&M agency failing to rectify, within the time prescribed, any defect as may be pointed out by CSEZA.
- c) Non-adherence to undertakings which CSEZA has committed to consumer.
- d) The O&M agency going into liquidation or ordered to be wound up by competent authority.

5.2.3 Either party may terminate the agreement, by giving notice of at least three months in advance. The effective date of surrender of agreement will be three months counted from the date of receipt of such notice by the other party or the authority that signed the agreement on behalf of other party.

If the O&M agency is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to CSEZA in writing. In that case, the written notice period can be reduced by CSEZA as deemed fit under the circumstances. CSEZA may also either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.

5.2.4 It shall be the responsibility of the O&M agency to maintain the agreed quality of service, even during the period when the notice for surrender/termination of agreement is pending and if the quality of performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of O&M agency and Performance Bank Guarantee shall be forfeited, without any further notice.

5.2.5 Whenever breach of non-fulfilment of agreement conditions may come to the notice of CSEZA through complaints or as a result of the regular monitoring, wherever considered appropriate CSEZA may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the O&M agency or not. The O&M agency shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

5.2.6 Actions pursuant to Termination of Agreement: Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement.

- a) O&M Agency shall not represent the CSEZA in any of its dealings.
- b) O&M Agency shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that it is still the CSEZA's service provider.

c) The expiration or termination of the Agreement for any reason whatsoever shall not affect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement and such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

5.3 Performance Bank Guarantee

5.3.1 The selected O&M agency will need to submit Performance Bank Guarantee (PBG) of 5% of contract amount. PBG should be submitted before signing the agreement, for ensuring full compliance of agreement conditions. Initially, the PBG shall be valid for at least three and half years from the date of signing of agreement (effective date) of the service and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to CSEZA, if any, have been fully paid and its claims are satisfied or discharged and also discharge all responsibilities as applicable. The validity of the PBG will be six months more than the agreement duration.

5.4 Dispute settlement

5.4.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration by a person appointed by the Chairperson, CSEZA. The arbitration will be in accordance with the Arbitration and Conciliation Act 1996.

5.4.2 The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, vacating his office or being unable to act for any reason whatsoever, the Chairperson, CSEZA shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

5.4.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be at Ernakulam or such other places as the arbitrator may decide. Courts at Ernakulam shall have exclusive jurisdiction with respect to any matter arising out of or in relation to such arbitration proceedings.

5.5 Compensation Clause

5.5.1 If the O&M Agency is engaged to execute any project based on a separate work order, the CSEZA shall be entitled to include a clause for liquidated damages as under: Should the O&M agency fails to deliver its responsibilities within the period prescribed and agreed, CSEZA without prejudice to other remedies available to it, shall be entitled to recover liquidated damages for breach of contract without any necessity to prove the same, a sum equivalent to 0.5% of the value of the the work for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 0.7% of the value of the delayed commissioning for each week of delay or part thereof for another TEN weeks of delay. The O&M Agency acknowledge that the said amount represents reasonable compensation as it is difficult to prove the quantum of damages that will be suffered by CSEZA. The total value of the liquidated damages as per above shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only. However, in case of

delay due to reasons beyond the control of the O&M Agency, suitable extension of time shall be granted.

5.5.2 Non-adherence to Service Level Agreement (SLA), which CSEZA has committed to consumer: CSEZA may also deduct the amount at actual which CSEZA may be required to pay to consumer on account of non-adherence to SLA, from O&M agency's balance payment or security deposits, if due to failure on the part of O&M agency, CSEZA could not meet the SLA conditions.

5.5.3 Without prejudice to its rights and any other remedy, CSEZA may en-cash PBG in case of any breach of terms and conditions of the agreement or in case of business loss suffered by CSEZA due to failure of service on the part of O&M agency.

5.6 Payments

5.6.1 The Contractor/Agency shall submit the bills at the end of every month and payment will be made within 30 (thirty) days of receipt by CSEZA of duly completed bills with necessary particulars. All the applicable taxes and duties will be deducted from the bills.

5.6.2 All payments under this Agreement shall be made to the account of the O&M Agency as may be notified to the CSEZA by the O&M Agency.

5.6.3 No advance payment of fees shall be admissible except in exceptional cases such as procurement of high value items.

5.7 Penalty for error/variation: In case any error or variation than what was intended for is detected in the work executed by the O&M Agency and such error or variation is the result of negligence or lack of due diligence on the part of the O&M Agency, the consequential damages thereof shall be quantified by CSEZA in a reasonable manner and recovered from the O&M Agency from payments due to them by way of penalty, subject to a maximum of 50% (fifty percent) of the fee for the respective work. However, if the O&M Agency submits justification for the variation to the satisfaction of CSEZA, then the penalty shall not be imposed.

5.8 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:

5.8.1 Subject to conditions contained in this Agreement, the O&M agency shall take all necessary steps to safeguard the privacy and confidentiality of any information about CSEZA and its consumers from whom it has acquired such information by virtue of the service provided and shall use its best endeavors to secure that:

5.8.2 No person acting on behalf of the O&M agency or the O&M agency itself divulges or uses any such information except as may be necessary in the course of operation, maintenance and management of the power distribution system.

5.8.3 No person seeks such information other than is necessary, for the purpose of commissioning of any project in relation to power distribution.

5.8.4 Provided, the above para shall not apply where CSEZA has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

5.8.5 The O&M agency shall take necessary steps to ensure that the O&M agency itself and any person(s) acting on its behalf observe confidentiality of client/consumer information.

5.8.6 The O&M agency shall, prior to commencement of this agreement, confirm in writing to CSEZA that the O&M agency has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

5.8.7 This clause shall survive the termination or expiry of this Agreement.

5.8.8 Intellectual Property: The intellectual property rights of any solution/software offered to and implemented by CSEZA and all documents, raw data, research, processes, technology, film, artwork, engravings, dies, paper tapes, magnetic media, programs, designs and inventions (collectively referred to as the "information") conceived of, collected, completed or produced in the course of performance of the contract by the O&M agency, for CSEZA or provided to the O&M agency by CSEZA shall be the exclusive property of CSEZA and shall be kept confidential.

5.8.9 The O&M agency, including all personnel shall not disclose, divulge, share, discuss, lend, license or sell to any third party any information, data, databases, documents, software, proprietary information, taxpayer information or technical material supplied to or by CSEZA in the performance of the Agreement.

5.8.10 The Agency shall not retain any information related to this agreement, in any medium, and shall return all copies. All materials prepared at the request of and for CSEZA shall remain the property of CSEZA except with the written consent.

5.8.11 Neither party will use the other party's name nor marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval.

5.9 Indemnification

5.9.1 The O&M agency agrees to protect, defend, indemnify and hold harmless CSEZA and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator applicable to such party;

b) Any breach of the terms and conditions in this agreement by the O&M agency.

c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the O&M agency;

5.9.2 The O&M agency shall be fully responsible for the employment and payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying CSEZA in this regard.

5.9.3 The employees of the O&M Agency shall have no right for employment either with the Client during the pendency of the agreement or after, or with O&M Agency. The personnel employed by the O&M Agency shall at all times be employees of the O&M Agency and all statutory dues to and obligations and liabilities in respect of such employees shall be promptly paid and discharged by it. Notwithstanding their responsibility to comply with any directions or instructions given by the Client, the personnel employed by the O&M Agency will not, for any purposes whatsoever, be treated or deemed to be employees of Client or have any claim or right whatsoever for employment with the Client and the Client will have no obligations or liabilities whatsoever in relation to any of them or in respect of anything done or omitted to be done by any of them

5.9.4 This clause shall survive the termination or expiry of this Agreement.

5.10 Relationship: Each party understands that it is an independently owned business entity and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the Other Party or to bind the Other Party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account. However, on a written consent from the CSEZA, the O&M agency may represent CSEZA.

6 SPECIAL CONDITIONS OF THE CONTRACT

6.1 Provisioning of Service

6.1.1 CSEZA and the O&M agency will jointly address the network requirements along with any other services required by the system and consumers.

6.1.2 For providing uninterrupted and quality power supply to the consumer, the O&M agency will coordinate and pursue with concerned CSEZA authorities as well as other agencies / Departments to enable the same and complete project in time.

6.1.3 For completion of any project, if any CSEZA resource is required, then the same will be provided free of cost, at the discretion of CSEZA.

6.1.4 Whenever O&M agency proposes to source equipments from any new vendor then the O&M agency should provide letters of support from that OEM (Original equipment manufacturer) stating that their products / solution as proposed by them will be supported for at least next three years, extendable to seven years.

6.2 Maintenance support

6.2.1 The O&M agency shall provide to CSEZA 24 hours, 7 days a week service. The consumers can register complaints to O&M agency directly, which shall be attended by the O&M agency without delay. For emergency case specifically for situation where critical equipment or part of network is down, the O&M agency shall ensure that the consultation, assistance, advice and execution of work within minimum time period or as specified in standard of performance. In other cases, the complaint must be attended not later than specified in standard of performance.

6.2.2 The O&M agency shall source spares directly from the Original equipment manufacturer to address any equipment related problem within 12 hours in the same city and within shortest time for outstation site.

6.2.3 The O&M agency will depute appropriate resources to monitor and manage the progress of the project.

6.2.4 The O&M agency shall carry out periodical preventive visit to power distribution network site.

6.2.5 Any sum of money due and payable to the O&M agency shall be appropriated by CSEZA and the same may be set off against any claim of CSEZA for payment of a sum of money arising out of this Agreement or under any other Agreement / contract made by the O&M agency with CSEZA.

6.2.6 The liability to insure the spares and tools, if any, in the possession of the O&M agency will be of the O&M agency and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the O&M agency.

6.2.7 CSEZA reserves the right to engage the O&M agency on mutual terms and conditions for various support systems as agreed between the parties for improving and providing support, either fully or partially such as

- a) Single window interface for all its requirements for provisioning and operation.
- b) Fast provisioning of the services.
- c) Reliable quality services during operations.
- d) In case of fault, attending the same within reasonable period of time and with desired promptness.
- e) For providing improved services to customers.

6.3 Charges:

6.3.1 The charges by the CSEZA for the services are the sole prerogative of the CSEZA and the O&M agency shall not represent to consumers any charges other than those as prescribed by the statute and approval of CSEZA for charging to the Services.

6.3.2 If any specific decisions taken by the CSEZA is for a particular case only, then the O&M agency is not authorized to quote the same to other parties unless and until the same has been authorized by CSEZA.

6.4 Obligations of CSEZA

CSEZA shall -

6.4.1 Provide rent free office space for the O&M agency

6.4.2 Grant Administrative approval on submission of estimates of works to be carried out with justification and to the satisfaction of CSEZA.

6.4.3 Give administrative support for approved work.

6.4.4 Facilitate entry pass to all staff and personnel of the agency or sub-contractor of the agency.

6.4.5 Make essential correspondences with KSERC, consumers or any other offices on recommendation from the agency.

6.4.6 Ensure timely payment as specified elsewhere in this EOI.

7. Scope of Services

7.1 Scope of services in general shall cover the following:

7.1.1 Operation, maintenance and management of existing HT and LT power distribution network system in CSEZ.

7.1.2 Design of new distribution network whenever required, procurement, installation and commissioning of required components of new network, maintenance and management thereof. (However, works beyond the normal O&M activities (Category B, C, &D) will be treated as separate work and additional consultancy/supervision charges shall be paid based on the finalized rates)

7.1.3 Operation, routine maintenance and management of 110kV substation.

7.1.4 Operation and maintenance of street lighting system and other electrical installations inside CSEZ.

7.1.5 Operation and maintenance of all auxiliary equipments in the Substation.

7.1.6 Monitoring of pre-paid energy management system and maintenance of software for pre-paid energy management system for smooth functioning of the system. (However, major modifications to the software due to changes in billing methodology/structural changes, etc. will be considered as separate job and additional fee shall be paid separately based on the finalized rates)

7.1.7 Ensuring accuracy in energy sale and purchase and smooth data connectivity between consumers' meters and the server.

7.1.8 Software upgrades for the data networking components such as routers, switches, etc., if any, on a minimum cost basis.

7.1.9 Supervision of maintenance, support services and execution of annual maintenance contract, etc. in respect of equipments and software supplied by the vendors to CSEZA.

7.1.10 Processing of various power supply related applications received from various categories of consumers in the licensing area of CSEZA.

7.1.11 Testing and preparation of reports of power supply metering equipments provided by the consumers and/or purchased by CSEZA. (However, major tests/calibrations of CTs/PTs such as dismantling of existing CTs/PTs from field, transportation and reinstallation after test etc. shall be considered as additional work and paid separately)

7.1.12 Providing indicative technical specification for consumers' end power supply metering and related equipments.

7.1.13. Operation, maintenance, monitoring and management of existing and additional Solar Photovoltaic System (SPV) installed in CSEZ. (Charges to be paid to the SPV supplier/agency shall be paid separately by CSEZA and fee shall be paid to the O&M agency separately based on finalized rates)

7.1.14 Supply of necessary qualified and experienced supervisory and skilled operating personnel and unskilled manpower to cover the normal scope of services is required. If any additional manpower is required by CSEZA on special situations, which shall be intimated in writing, the agency shall supply the same as per the rates as quoted and finalized in the financial proposal.

7.1.15 Liaisoning with KSEB or any other licensee, Kerala State Electricity Regulatory Commission (KSERC), ANERT or any other agency for smooth functioning of power distribution in CSEZ and submission of statutory/mandatory documents in connection with power distribution in CSEZ.

7.1.16 Preparation of ARR&ERC / Truing up of ARR&ERC documents.

7.1.17 Generation and serving of power consumption statements of consumers

8.0 DETAILED SCOPE OF SERVICES

8.1 Duties and Responsibilities/Obligations

8.1.1 Common

1. Manage and make the best use of all resources available.
2. Carry out timely preventive and break down maintenance activities to ensure uninterrupted operation of the system.
3. Except in emergency situation, repairs (minor or major) shall be carried out only on prior written permission from the Client. The O&M agency shall also intimate the Client, the nature of maintenance, approximate cost of materials and manpower. Ensure that advance intimation is given to units in advance regarding repair of electrical system.
4. Prepare tender notifications, draft orders of purchase agreement relating to purchase, work hire and hire purchase
5. Ensure the preparation, technical soundness and correctness of all work to be carried out in substation, distribution line, etc.
6. Procure essential materials required for work based on confirmation from CSEZA official.
7. Arrange to prepare estimate to carry out repair of tools and carry out repairs to equipments and requisition for materials required.
8. Materials/consumables/spares/accessories required for the upkeep and maintenance of substation and distribution network shall be procured and stored by O&M agency. Procurement of these items shall be carried out by the O&M agency adopting competitive bidding procedures after approval from the Client.
9. Maintain tools and plant, vehicles and other equipments entrusted to the agency in proper condition and render accounts.
10. Ensure that the work of contractors conform to specifications, construction standards and statutory provisions.
11. Supervise maintenance, replacement and repair works.
12. Take steps for timely completion of works.

13. Ensure that completion certificate and a brief note on the work executed are attached alongwith the final bill of repair/maintenance work.
14. Arrange final materials statement and labour for minor works.
15. Submit bills within a month's period after satisfactory completion of minor work.
16. Take necessary steps to ensure safe working practices. Ensure that the supervisors are adhering to safety practices strictly.
17. The O&M agency shall be bound by the store Accounting principles and any direction issued by the CSEZA from time to time. Account materials drawn from stores, issued, taken back / unused according to accounting procedures.
18. Maintenance of all mandatory registers including asset and stock registers.
19. Ensure availability of safety devices at substation and other electrical installations.
20. Manage and support all computerisation activities including data collection & updation.
21. Ensure availability of computers, UPS, peripherals and stationary. Manage all computerized operations.
22. Providing suggestions/comments on draft notifications issued by KSERC.
23. Scrutinise and compile technical statements
24. Arrange to survey and report scarp and other unserviceable items in time and its disposal.
25. Arrange remittance of all statutory payments.
26. In case of theft of CSEZA property, inform police as well as CSEZA and follow up the case.
27. In case of any accidents, follow the formalities as per relevant Act.
28. In case of damages to property, report to CSEZA and inform police (if required), prepare estimate and assess damages, prepare site mahazars duly witnessed and arrange for the realization of the amount.
29. In case of petitions especially regarding allegations against the staff under O&M agency, conduct enquiry and report.
30. Ensure that personnel newly joining are familiarized with the layout and standard operating procedures. Provide and arrange for training to personnel as per requirement.
31. Take all possible measures to ensure good public relation and customer satisfaction. The personnel of O&M agency shall behave politely and courteously with all concerned and take steps to foster a customer friendly environment.
32. Take measures to maintain the office, substation, etc neat & clean as well as ensure good housekeeping.

8.1.2 Substation

1. Arrange preventive maintenance of transformers and equipments strictly according to the maintenance schedule requirement.
2. Arrange to attend breakdown works as and when required and ensure uninterrupted operation of the system.
3. Suggest modification to maintenance schedules if necessary and get them approved prior to implementation.
4. Keep a watch over the general condition and performance of plant and equipments. Arrange and conduct necessary tests on relays and equipment periodically. Arrange for outside testing, if required, after getting necessary sanction/approval from the CSEZA.
5. Arrange and coordinate changing of oil, repairs to equipments, shifting of heavy equipments, charging of H.T. equipments, taking insulation and earth readings, earthing of lines & H.T equipments and all activities other than the routine operation of substation.
6. Ensure that the station battery is always healthy, available and properly maintained.
7. See that basic drawings, control wirings, pamphlets, operation, and maintenance instructions in respect of plant and equipments in the station are kept properly filed and available for ready reference. Do periodical updations and corrections.
8. Ensure that the "standard operating procedure" of the station is updated and available to operating personnel at all times.
9. Carry out switching operations, whenever necessary.
10. Keep all maintenance instructions of equipment properly filed in the station for ready reference.
11. Maintain the history of each substation equipment showing all details of maintenance, repairs, improvements and modifications carried out from time to time.
12. Keep in stock essential spares and take timely action for works in the station.
13. Arrange to prepare indents and procure materials from stores required for works in the station.
14. Maintain the daily log sheets and operation diary, forward daily interruption reports and detailed reports of major breakdown to CSEZA promptly.
15. Upkeep of all mandatory and maintenance registers.
16. Ensure that the substation is properly manned at all times.
17. Maintain the Operator's dairy while on shifts

8.1.3 Distribution

1. Arrange for survey of 11 KV line routes, lay out of distribution mains in new centers and major line extension/expansion works and get them finalized in consultation with the CSEZA.

2. Inspect and take steps to replace faulty meters/metering system in time.
3. Periodically inspect distribution system, ensure proper earthing of transformers, lightning arresters etc. and prepare maintenance programme.
4. Arrange to carryout prescribed periodical maintenance of all Transformers, HT & LT equipment. Ensure upkeep of all maintenance & transformer registers.
5. Ensure periodical checkup of voltage levels, transformer loading and arrange for proper balancing of loads.
6. Inspect work sites periodically.
7. Supervise loading, unloading and replacement of transformers.
8. Arrange for timely execution of break down works and restoration of supply.
9. Check for promptness of action and analyze nature of complaints.
10. Maintain important statistics relating to the distribution system.
11. Maintain up to date distribution maps as well as of the 11 K.V net works.
12. In case of detection of theft of energy, follow the stipulated procedure as per Supply Code and take action to realize the assessed amount.
13. Take timely action to minimize distribution losses by preventing leakage & wastage of power.
14. Take check readings of consumers.
15. Ensure timely meter reading of all consumers.
16. Ensure serving of power consumption statement of consumers on time. Monitor consumption, revenue demand & collection and take suitable measures to realize arrears.
17. Arrange for prompt disconnection and reconnection of HT services.
18. Monitor disconnection & reconnection of LT consumers.
19. Arrange for dismantling of defaulted consumers.
20. Conduct periodical inspection to electrical installation and consumer premises.
21. Carryout periodic inspection to ensure that safety procedures are followed and safety devices properly used, wherever required.

8.1.4 Maintenance

1. Repair faulty relays, which are repairable, and the other trouble shooting works.
2. Preparation of reports regarding repairs, calibration etc. of meters and associated equipments and verification of new meters.

3. Attend trouble shooting/fault rectification work of all sub assemblies of communication equipments. Arrange the repair work of the same with the equipment manufacturer if necessary.
4. Initiate action to procure spares for communication and SCADA systems and managing spares effectively for maintaining the system uninterrupted.

8.2 Operation of 110 KV Substation

- a. Switching ON and Switching OFF of 110 KV SF6 Circuit Breakers, 110 KV Isolators, 11 KV incoming and outgoing breakers, HT Panel, Yard Lights etc. as and when required according to load requirements, instructions from KSEB authorities and requirements of consumers.
- b. Maintaining records of all the operations and records of loads such as voltage, current, power factor, frequency, connected load, energy consumption on hourly/daily/weekly/fortnightly/monthly / quarterly/half yearly and yearly basis.
- c. Maintaining records of power failures with reasons.
- d. Observing the yard and control room continuously and reporting any problem or faults to the CSEZA which require major / minor improvements.
- e. Maintaining records of maintenance.
- f. Changing the taps of transformers as and when required.
- g. Co-ordination with operators in KSEB Substations at Kalamassery and Brahmapuram for efficient reliable operation of 110 KV Substation.
- h. Attending the faults and restoration of the power supply without delay.
- i. Follow permit system and maintain a permit book to facilitate system maintenance without accident / mishaps.

8.3 Maintenance of 110 KV Substation

- a. Taking preventive maintenance such as maintenance of defective insulators, lightning arrestors, cables, transformers, Isolators, Breaker, 11 KV panels, LT panels, Station Transformer, CT, PT, Battery charger, Battery bank, control room wiring etc. O&M Agency has to maintain a check list for preventive maintenance & upkeep the system accordingly. However the agency has to prepare a detailed check list covering all the required items and submit for CSEZA's approval before being implemented.

8.4 Operation and maintenance of HT and LT distribution network

- a. Switching ON and OFF of any feeder as and when required for maintenance and emergency purposes.
- b. Switching ON and OFF power supply to any consumer as and when required.
- c. Switching ON and OFF street lights, pump house supply etc. as and when required.

e. Taking preventive maintenance such as maintenance/replacement of defective insulators, lightning arrestors, cables, transformers, AB switches, transformer oil, RMUs, Feeder Cubicles, Distribution Panels, Metering cubicles etc.

f. Attending the faults and restoration of the power supply without delay.

8.5 Operation and maintenance of HT and LT Service connections

a. Switching ON and OFF of controlling switch gear of CSEZA (Supplier) at the premises of consumer as per requirement of consumer/CSEZA.

b. To attend any power failure/defect calls of consumers to the satisfaction of the consumers.

c. To maintain a record of operations and maintenance of HT/LT service connections.

d. To maintain additional records as required by CSEZA required to comply with the directions of SERC/ Inspectorate.

e. Monitoring and trouble shooting of pre-paid energy metering system and associated equipments and works related thereto.

f. Maintenance activities of all electrical installations owned and operated by CSEZA shall be done by the O&M agency.

g. Supervise energizing of HT line and equipment

h. Supervise power service connection and keep watch over the connected load

8.6 Supply of power to consumers

New connections shall be provided to consumers after following all procedures such as checking all terminations, circuits, insulation value, earth reading, etc. and a record on verification shall be maintained. The O&M agency shall follow the procedures and guidelines specified in the Supply Code for carrying out all activities related to power distribution to consumers in CSEZ (such as new connection, increase/decrease in contract demand, etc.) and shall advise the consumers, if necessary, for the stability and functionality of the system. O&M agency shall also apprise CSEZA on the above activities.

8.7 Operation and maintenance of DG Set

Operation and Maintenance of two DG sets of 125 KVA capacity and one DG set of 100kVA shall be done as and when required. This includes switching ON and OFF the generator whenever power failure occurs and restored respectively. Checking of oil level, fuel level etc. changing engine oil periodically, maintaining records of generator operation in prescribed format, (log book) checking of loads connected to avoid any over loading, checking connections to generator periodically for tightness, over heating etc., reporting abnormalities to CSEZA.

8.8 Preparation of reports and ARR&ERC documents

The O&M Agency shall prepare reports or shall take steps to generate such reports through software as and when sought by CSEZA. The O&M Agency shall also prepare documents required

for ARR&ERC and Truing up of ARR&ERC and shall take steps to submit the same within the time stipulated for it. For the preparation of ARR&ERC document, they shall interact with CSEZA, Chartered Accountant appointed by CSEZA and any other agency.

8.9 Co-ordination with KSEB/Inspectorate/KSERC/Other agencies

The Agency shall co-ordinate with officials of KSEB/KSERC/Electrical Inspectorate/any other agency for all related works and give reports to CSEZA regarding all matters with respect to power distribution system in CSEZ.

8.10 Rules and Regulations

The O&M agency or the officials of the O&M agency should have good knowledge of the provisions Indian Electricity Act, 2003, IER – 1956, CERC and KSERC regulations and Kerala Electricity Supply Code. In all the work, guidelines and directives of Government of India, Government of Kerala, I E Act 2003, IER – 1956, KSERC & CERC Regulations, CEA guidelines conditions of Supply Code in force and any other rules and regulations related to power distribution as well as power procurement shall be strictly followed. Any violation of the said guidelines and directives and/or consequent action demand or liability shall be the risk and responsibility of the O&M Agency alone.

8.11 MINIMUM PERSONNEL TO BE ENGAGED AND ESSENTIAL QUALIFICATION & EXPERIENCE REQUIRED.

The O&M agency shall undertake to make available the personnel meeting the requirements below during the period of contract:

Designation	No. of personnel	Educational Qualification	Experience on eligible assignments
1. Core Group – To oversee and ensure entire O&M scope of services and coordination with CSEZA			
Resident Engineer	1	Degree in Electrical Engineering	10 years experience in the field of distribution & maintenance and adequate experience in operation of 110kV substation
Assistant Engineer	1	Degree in Electrical Engineering	5 years experience in the field of supervision of power distribution and maintenance
2. Field Group - To execute and implement field activities			
Station/Shift Engineer	4	Degree in Electrical Engineering	2 years experience in operation of 110kV substation
Sub Engineer	1	Minimum Diploma in Electrical Engineering	5 years experience in maintenance of 11kV/LT installations
Electrical Assistant	5	ITI/ITC Certificate holder	2 years experience in substation operations/11kV/LT distribution
Electricians & helpers	As required to attend the maintenance work covered in the normal scope of work.		

Note:

1. The Resident Engineer shall be overall in charge of power distribution matters in CSEZ. He shall be single point of contact person to interact with CSEZA on technical matters. All correspondence with CSEZA and with consumers (if required) shall be done by the Resident Engineer in charge.
2. The Assistant Engineer shall do all the field supervision, CT/PT/Meter testing, verifying power connections of the consumers, providing new connections, disconnection of power, preparation of estimate, etc.
3. Station Engineer shall be in general shift normally, but shall be available at substation in case of an emergency and shall be overall in-charge of operation.
4. There shall be one shift engineer and one electrical assistant in all shifts.
5. The Sub Engineer and an Electrical Assistant shall be available for maintenance in general shift and the agency need to mobilize more people if required.
6. The O&M agency shall provide the manpower regularly as stipulated above and man the substation and distribution network on three shift basis as per statutory norms and operational requirements.
7. The agency shall not utilize the same personnel at any other organization where the agency has similar nature of contract
8. Additional labour shall be supplied as and when required for major maintenance works and emergency work (other than normal operation and maintenance work) as per the rates furnished by the bidder.

9 INSTRUCTIONS TO BIDDERS

9.1 SUBMISSION OF APPLICATION

9.1.1 Tender document can be downloaded from the web site www.csezauthority.in. Separate Demand Draft of Rs.1,050/- (cost of Tender document) payable at Ernakulam, drawn on any nationalized /scheduled Bank, in favour of CSEZ Authority Fund should be submitted along with the downloaded Tender Document. The fee for the application is neither transferable nor refundable. The details of the application fee should be clearly mentioned in the application form.

9.1.2 All costs & expenses associated with submission of application shall be borne by the company submitting the application and CSEZA shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever.

9.1.3 While submitting the Qualification cum technical proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described in the EOI.

9.1.4 Failure to comply with the requirements spelt out in EOI shall make the proposal liable to be rejected.

9.1.5 CSEZA reserves the right to verify all statements, information and documents submitted by the applicant in response to the EOI. Failure of the CSEZA to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of CSEZA thereunder.

9.1.6 The application shall be submitted by the applicant with each page of the submission signed in blue ink. In case the proposal is submitted on the document down loaded from official website, the applicant shall be responsible for its accuracy and correctness as per the version uploaded by CSEZA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the EOI and the original EOI issued by the CSEZA, the latter shall prevail.

9.1.7 The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by CSEZA without any obligation or liability whatsoever.

9.1.8 The application will be sealed in an outer envelope which will bear the address of CSEZA, EOI notice No., O&M Agency name and the name and address of the applicant. It shall bear on top, the following :

**“EOI-For selection of O&M agency for power distribution
Do not open, except in presence of the Authorised person”**

and addressed to:

Chairperson, CSEZ Authority, O/o The Development Commissioner, Cochin Special Economic Zone, Kakkanad-682 037.

The application should contain the following documents.

- i) Application as per the Performa in Annexure A with specified documents attached as annexure
- ii) Application fee in the form of DD
- iii) EMBG as per the format in Annexure B
- iv) A copy of the EOI signed, in the bottom of all pages as a token of acceptance of all terms and conditions.

If the envelope is not sealed and marked as instructed above, CSEZA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

(i) The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Qualification cum technical Proposal’** and the other clearly marked **‘Financial Proposal’**. The envelope marked “Qualification cum technical Proposal” shall contain the Application in the prescribed Forms at Annexure-E.

(ii) The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format at Annexure- F.

9.1.9 The Proposal shall be made in the Forms specified in this EOI. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

9.1.10 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the O&M Agency under the Agreement.

9.1.11 **Financial Proposal:** Applicants shall submit the financial proposal in the Forms at Annexure– F clearly indicating the total cost of the assignment in both figures and words, in Indian Rupees, and signed by the Applicant. In the event of any difference between figures and words, the amount

indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

9.1.12 While submitting the Financial Proposal, the Applicant shall consider the following:

- (i) All the costs associated with the assignment shall be taken into account in the Financial Proposal. These shall normally cover remuneration for all the Personnel, all administrative expenses (telephone charges, printing of documents, photocopying expenses, local travel expenses, taxes etc.) and all maintenance/modification work as detailed in normal scope of services in this EOI including service charge/fee for modification/work of value upto Rs.1,00,000/-.
The amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) Consultancy/Supervision charges for implementing all additional /modification works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.1,00,000/- but less than Rs.50,00,000/- shall be payable @8% of the total project cost.
- (iii) Consultancy/Supervision charges for implementing all additional /modification works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.50,00,000/- but less than Rs.3,00,00,000/- shall be payable @7% of the total project cost.
- (iv) Consultancy/Supervision charges for implementing all additional /modification works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.3,00,00,000/- shall be payable @6% of the total project cost.
- (v) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (vi) The above is a lumpsum contract and the successful bidder shall not be entitled to any additional payment whatsoever including reimbursement of expenses of whatsoever nature. However, travel expenses outside Ernakulam District made with the approval of CSEZA shall be reimbursed by CSEZA on actual basis.
- (vii) No escalation on any account will be payable on the above amounts.
- (viii) All payments shall be made in Indian Rupees.

9.1.13 Submission of Proposal:

Interested firms may send their applications in the enclosed formats provided in the Annexures to reach on or before 11.00 hours on 30.03.2015 at the following address :

**Chairperson, Cochin Special Economic Zone Authority, O/o Development Commissioner, Cochin
Special Economic Zone, Kakkanad – 682 037
Tele No. 0484-2413111**

9.1.14 Late Proposals:

9.1.14.1 Proposals received by the CSEZA after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.

9.1.14.2 Any alteration / modification in the application or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by CSEZA, shall be disregarded.

9.2 Bid security (EMBG):

9.2.1 The bid security is required to protect the interest of CSEZA against the risk of bidder's conduct, which would warrant the security's forfeiture. The bid security is in the form of a Bank Guarantee it is to be issued by a scheduled bank in favour of CSEZ Authority Fund valid for a period of 1 year from the date of Tender opening. A Bid not secured shall be rejected by CSEZA as non-responsive at the Bid opening stage and returned to the Bidder.

9.2.2 The Bid Security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 30 days after the expiry of the period of the bid validity prescribed by the Purchaser.

9.2.3 The successful bidder's bid security will be discharged upon the bidders acceptance of the offer for signing the contract furnishing the Performance Security.

9.2.4 The bid security may be forfeited :

- i) if a bidder withdraws his bid during the period of bid validity specified in **Clause 9.3**
- ii) in the case of successful bidder, if the bidder fails to sign the contract in accordance with Clause 5.1 or to furnish performance security in accordance with Clause 5.3

9.3 Period of Validity of Bid: Bid shall remain valid for 90 days after the date of bid opening of Bids prescribed by CSEZA.

9.3.1 In exceptional circumstances, the CSEZA may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 9.2 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

9.3.2 CSEZA is not bound to accept any EOI and reserve the right to accept or reject any EOI, and to annul the selection process and reject all EOIs at any time prior to the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

9.4 Evaluation Process :

9.4.1 CSEZA shall open the Application at 1130 hours on the due date, at the office of the Chairperson, Cochin Special Economic Zone Authority, Kakkanad and in the presence of the Applicants who choose to attend. The envelopes marked "Qualification cum technical Proposal"

shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

Prior to evaluation of Proposals, CSEZA will determine whether each Proposal is responsive to the requirements of the EOI. An application shall be considered responsive only if:

- (a) it is received in the specified format;
- (b) it is received by the due date including any extension thereof;
- (c) it is signed, sealed and marked as stipulated;
- (d) it contains all the information (complete in all respects) as requested in the EOI;
- (e) it does not contain any condition or qualification; and
- (f) it is not non-responsive in terms hereof.

9.4.2 CSEZA reserves the right to reject any application which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CSEZA in respect of such applications.

9.4.3 CSEZA would subsequently examine and evaluate application in accordance with Clause 4.1.1 in this EOI.

9.4.4 After the qualification cum technical evaluation, CSEZA would prepare a list of prequalified Applicants for opening of their Financial Proposals and evaluating them in accordance with Clause 4.1.2 of this EOI. The opening of Financial Proposals shall be done in presence of Applicants who choose to be present. CSEZA will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

9.5 Clarifications: To facilitate evaluation of Proposals, CSEZA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the CSEZA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought above within the specified time, its application shall be liable to be rejected. In case the application is not rejected, the CSEZA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

9.6 Award of Consultancy: After selection, a Letter of Appointment (LOA) shall be issued, in duplicate, by CSEZA to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

9.7 Proprietary data: All documents and other information provided by CSEZA or submitted by an Applicant to CSEZA shall remain or become the property of CSEZA. Applicants are to treat all information as strictly confidential. CSEZA will not return any application/proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the O&M Agency to CSEZA in relation to the assignment shall be the property of CSEZA.

Secretary in Charge,
Cochin Special Economic Zone Authority
O/o Development Commissioner,
CSEZ, Kakkanad – 682 037.

CHECK LIST/Application form

	Part A	General Information
1	Name of the company	
	Type of incorporation (Public Limited, Private Limited)	
2	Address of the registered office of the company	
3	Year incorporated	
4	Address for communication	
5	Contact person	
6	Name	
7	Designation	
8	Phone No.	
9	Fax No.	
10	Mobile No.	
11	Email address	
	Part B	Details of application fee
	Amount of draft	Rs...../-
1	Issue date	
2	D D No.	
3	Name of the bank	
4	Branch	
	Part C	Details of EMBG
1	Issue date	
2	Amount	Rs.
3	D.D. No./EMBG No.	
4	Name of the bank	
5	Branch	

Annexure-B
Format of Bank Guarantee for EMD

To

Secretary-in-Charge,
CSEZ Authority,
O/o. The Development Commissioner,
Cochin SEZ, Kakkanad – 682 037.

Sir,

In accordance with your EOI enquiry No..... dated M/s..... having its registered office at (hereinafter called the '**Bidder**') wish to participate in the said EOI for.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs 1.50 lakh (Rupees One lakh and fifty thousand only) valid upto..... is required to be submitted by the Bidder as a condition preset for participation in the said EOI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EOI/ bid documents.

We, theBank at having our head office at
..... guarantee and undertake to pay immediately on demand by CSEZA the amount
..... (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto (upto 365 days). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set it's stamp on this Day of2015 at

Designation.....

Bank's Common Seal.....

Attorney as per power of Attorney

No.....

Witness

Signature.....

Name

Annexure- C

PROFORMA FOR PERFORMANCE BANK GUARANTEE

To
Cochin Special Economic Zone Authority

In consideration of the CSEZA having agreed to sign an agreement with M/s. to (hereinafter called 'O&M Agency) for operation, maintenance and management of power distribution in CSEZ (hereinafter called 'the O&M Service/Service') to CSEZA as per the agreement No. (hereinafter called 'the said agreement') on the terms and conditions contained in the said agreement, which inter-alia provides for production of a Bank Guarantee to the extent of Rs. (in words) for the service by way of security for the due observance and performance of the terms and conditions of the said agreement. We (*indicate the name and address and other particulars of the Bank*) (hereinafter referred to as 'the Bank') at the request of System Integrator hereby irrevocably and unconditionally guarantee to CSEZA that the O&M Agency shall render all necessary and efficient services which may be required to be rendered by O&M Agency in connection with and/or for the performance of the said O&M Agency and further guarantees that the service which shall be provided by O&M Agency under the said agreement, shall be actually performed in accordance with terms & conditions of O&M Agency to the satisfaction of the CSEZA.

2. We, the Bank, hereby undertake to pay CSEZA an amount not exceeding Rs.(Rupeesonly) against any loss or damage caused to or suffered or would be caused to or suffered by CSEZA by reason of any breach by the said O&M Agency of any of the terms and conditions contained in the said agreement including failure to extend the validity of this guarantee or to give a fresh guarantee in lieu of the existing one.

3. We, the Bank, hereby, in pursuance of the terms of the said agreement, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of Rs..... (RupeesOnly) to the CSEZA to secure due and faithful performance by O&M Agency of all his/their obligations under the said agreement.

4. We, the Bank, hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CSEZA stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the CSEZA by reason of breach by the said O&M Agency of any of the terms or conditions contained in the said agreement or by reason of O&M Agency's failure to perform any of its obligations under the said agreement."

5. We, the Bank, hereby agree that the decision of the CSEZA as to whether O&M Agency has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said agreement and as to the amount payable to the CSEZA by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of three and half years from the date hereof and that it shall continue to be enforceable till all the dues of the CSEZA and by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CSEZA satisfies that the terms and conditions of the said agreement have been fully and properly carried out by the said O&M Agency and accordingly discharged this guarantee.

(b) The CSEZA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance of any obligations by the said O&M Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the CSEZA against the said O&M Agency and to forbear or to enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said System Integrator or forbearance act or omission on the part of the CSEZA or any indulgence by the CSEZA to the said O&M Agency or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against O&M Agency shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the CSEZA exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by O&M Agency.

7. We, the BANK, undertake not to revoke this Guarantee during its currency except with the previous consent of the CSEZA in writing.

8. Notwithstanding anything contained above, our liability, under the Guarantee shall be restricted to Rs. and our Guarantee shall remain in force until Year from the date hereof. Unless a demand or claim under this Guarantee is made on us in writing within this date i.e. all your rights under the Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

DateDay..... For (Name of Bank)

In the presence of Witnesses:

Signature	Signature
Name	Name
Occupation	Occupation
Address	Address
Place	Place
Date	Date

Annexure – D

AGREEMENT PROFORMA

(To be furnished on Rs.100/- stamp paper)

To be executed on non-judicial stamp worth Rs.100/- and continuation sheets on ledger papers and two copies on ordinary paper to be submitted neatly type-written sheets on one side of the paper in single line spacing.

A G R E E M E N T

THIS AGREEMENT IS MADE on this day of 2015 BETWEEN Cochin Special Economic Zone Authority (CSEZA), under the Ministry of Commerce & Industry, Government of India, having its office at Kakkanad, Kochi, Kerala – 682 037, represented by its ex-officio Chairperson,, W/o....., aged years residing at(hereinafter referred to as the 'CSEZA' or 'Client' which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns) of one part and M/s....., a company incorporated under the Indian Companies Act, 1956, having its registered office at represented by (Designation), agedyears, S/o..... residing at (hereinafter referred to as 'O&M Agency' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, liquidators and assigns or legal representatives) of the other part.

WHEREAS the Client invited EOI for "operation, maintenance and management of power distribution in CSEZ" for a period of three years vide EOI Notice No.H-1/1/2012:CSEZA dated03.2015 and the O&M Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the EOI document.

AND WHEREAS the said bid submitted by the O&M Agency has been accepted by the Client vide Letter of Acceptance No..... dated issued to the O&M Agency while accepting their offer.

NOW THIS AGREEMENT WITNESSETH and the parties hereby agree as follows:

1. The bid submitted by the O&M Agency for the scope of services/work specified in the EOI at the rates/amounts specified in consideration of all the terms and conditions in the EOI is accepted.
2. It shall be valid for a period of three years from the date of signing unless revoked earlier. Further extensions will be considered as per the provisions of EOI.
3. The O&M Agency agreed to abide by and fulfill all the terms and provisions of the said conditions of contract in default thereof forfeit and pay to CSEZA the sum of money mentioned in the said conditions.
4. It is mutually agreed that the offer in its entirety shall form part of this agreement. Apart from the offer, the following shall also form part of the agreement.
 - a) M/s..... letter No. dated enclosing the offer, requisite details for satisfying the minimum qualification criteria. (Attachment – I)
 - b) CSEZA's Letter of Acceptance No..... dated (Attachment – II)

- c) Acceptance of Letter of Acceptance by M/s..... letter No.
(Attachment – III)

MEMORANDUM

- | | |
|---|---|
| a. General description of work | Operation, maintenance and management of Power distribution system in Cochin Special Economic Zone (CSEZ) for a period of three years |
| b. Accepted contract amount | Rs. |
| c. Performance security | Rs.
(Furnished as BG No. dated
From (bank), Br.) |
| d. Security (EMBG) | Rs.
(DD /BG No..... dated from
..... (bank) |
| e. Time allowed for commencement of service | 15 days from the date of issue of LOA |
| f. Contract period | From to |
| g. Schedule | sheets |

IN WITNESS WHEREOF ON BEHALF OF THE O&M AGENCY, and on behalf of CSEZA, the ex-officio Chairperson has set his/her hand and seal and common seal of the Authority has been hereunto affixed the day and year first written above.

On behalf of the O&M Agency

Signed, sealed and delivered by

Shri.....

(Common seal of M/s.....)

Signed and affixed seal of individual firm and common seal in the presence of :

- 1) Signature with address:
- 2) Signature with address:

On behalf of Cochin Special Economic Zone Authority

Signed, sealed and delivered

Signed and affixed seal of individual firm and common seal of CSEZA in the presence of :

- 1) Signature with address:
- 2) Signature with address:

QUALIFICATION CUM TECHNICAL PROPOSAL

(Form-1)

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

* * * * *

* * * * *

* * * * *

Sir,

Subject: **Selection of O&M Agency for power distribution in CSEZ.**

I, _____ (Applicant's name) herewith enclose the Technical Proposal for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Applicant)

Note : The Qualification cum technical Proposal is to be submitted strictly as per forms given in the EOI.

**QUALIFICATION CUM TECHNICAL PROPOSAL
(Form-2)**

Abstract of Eligible Assignments of the Firm and areas of experience#

Sl. No.	Name of project	Name of client	Estimated cost of project (in Rs. Crore)	Professional fee received (in Rs. lakh)
1				
2				
3				
	Area of experience:			

The Firm should provide details of only those assignments that have been undertaken by it under its own name.

@ In the event that the company does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this EOI. For example, it may state: "Above Rs. 5 (five) lakh" in respect of other Projects.

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-2 of Appendix-E.

\$ Satisfactory completion certificate from end customer.

(Form-3)
Eligible Assignments of Firm

Name of Firm:	
Name of the Project:	
Nature of Assignment	
Description of services performed by the company	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (Rs. in lakh)	
Payment received by the company as professional fees (in Rs. lakh) :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. In the event that the Firm does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this ERP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of other Projects.

(Form-4)
Financial Capacity of the Firm

Sl. No.	Financial Year	Annual Revenue (Rs. in lakh)
1		
2		
3		

Note:

1. Please do not attach any printed Annual Financial Statement.
2. This form should be signed by the auditor of the company

**FINANCIAL PROPOSAL
(Form-1)
Covering Letter
(On Applicant's letter head)**

(Date and Reference)

To,

Sir,

Subject: **Selection of O&M Agency for power distribution in CSEZ**

I, _____ (Applicant's name) herewith enclose the Financial Proposal for above.
I agree that this offer shall remain valid for a period of 90 (ninety) days from the due date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Applicant)
Note: The Financial Proposal is to be submitted strictly as per forms given in the EOI.

(Form-2)
Financial Proposal - I

Sl. No.	Description	Amount (Rs.)
A	Lumpsum fee for providing the scope of services detailed in EOI for normal O&M activities	

Financial Proposal – II
(Tender Schedule for additional labour)

Sl. No.	Labour	Unit	Rate (Rs.)
1	Graduate Engineer	Each day of eight hours	
2	Electrician	Each for 1 shift of eight hours	
3	Unskilled labour	Each for 1 shift of eight hours	