



COCHIN SPECIAL ECONOMIC ZONE AUTHORITY (CSEZA)

No.C-5/1/2021:CSEZA dated the 22<sup>th</sup> June 2022

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## **REQUEST FOR PROPOSAL**

**FOR**

**SELECTION OF AN AGENCY FOR OPERATION,  
MAINTENANCE & MANAGEMENT AND PROJECT  
MANAGEMENT CONSULTANCY OF POWER  
DISTRIBUTION SYSTEM WITHIN COCHIN  
SPECIAL ECONOMIC ZONE (CSEZ)**

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(Please check that all the 71 pages are intact in the document)

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

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AN AGENCY FOR OPERATION,  
MAINTENANCE & MANAGEMENT AND PROJECT MANAGEMENT CONSULTANCY OF  
POWER DISTRIBUTION SYSTEM IN CSEZ

Cochin Special Economic Zone Authority (CSEZA) under the Ministry of Commerce & Industry, Government of India, invites Request for Proposal from eligible, reputed and experienced Central or State Public Works Organisations/Public Sector Enterprises registered in India for operation, maintenance & management and project management consultancy of Power Distribution System within Cochin Special Economic Zone (“CSEZ”). The applicant shall also be responsible for enhancing the services/functionality of the power distribution system meeting all relevant rules and regulations in force.

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

Interested companies who meet the pre-qualification criteria may furnish their Request for Proposal with all necessary documents in a sealed cover along with a covering letter duly signed by their authorized signatory on or before 10-10-2022 by 15.00 hrs. at the following address:

Chairperson  
Cochin Special Economic Zone Authority  
CSEZ Administration Building  
Ministry of Commerce & Industry,  
Government of India,  
Kakkanad, Ernakulam – 682 037.

*Disclaimer: This Invitation for RFP 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 RFP. This Invitation for RFP 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

### Abbreviations

- **CSEZ** : **Cochin Special Economic Zone**
- **CSEZA** : **Cochin Special Economic Zone Authority**
- **PMC** : **Project Management Consultant**
- **PDS** : **Power Distribution System**
- **SDF** : **Standard Design Factory**
- **GCC** : **General Conditions of Contract**
- **SCC** : **Special Conditions of Contract**
- **NIT** : **Notice Inviting Tender**
- **PWO** : **Public Works Organisation**
- **PSE** : **Public Sector Enterprise**

### Definitions

- **Power Distribution System (PDS)** : Comprises Substation, HT & LT Distribution networks, Transformers, RMUs. Detailed listing and description of the Power Distribution System is given in **Annexure- C**.
- **PMC cum O&M Agency**: The agency/firm which shall supervise, oversee & manage the PDS of CSEZ employing the required staff as specified in Clause 2.4 in this RFP for O&M work. The PMC cum O&M Agency shall invite tenders and engage contractors for undertaking the works connected with the regular operations, repairs maintenance and management of PDS of CSEZ. When contractors are hired by the selected agency/firm through a tender process for carrying out the O&M works of PDS, the payments to such contractors shall be through the bills raised by the selected agency as per actual tendered cost. The Agency shall also act as a PMC in those cases which are specified elsewhere in this RFP.
- **“Works”** refer to any activity undertaken for the Operation, Maintenance & Management of PDS, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term “Works” includes (i) civil works for the purposes of roads, buildings, irrigation systems, water supply, sewerage facilities and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

Classification of works: Works are classified into three categories: (a) Original Works (b) Minor Works and (c) Repairs Works. “Original works” means all new constructions, site preparation, additions and alterations to existing works. It also includes special repairs to newly purchased or previously abandoned structures, including remodelling or replacement. “Minor works” mean works which add capital value to existing assets but do not create new assets. “Repair works” means works undertaken to maintain building and fixtures. Expenditure on Repair Work does not add to the value of the asset and only restores the functionality of the asset. Repair Work can be further categorized as (i) Annual repairs covering routine and yearly operation and maintenance work on facilities, buildings and services (ii) Special repairs, which are undertaken as and when required, covering major repairs to existing facilities, buildings or services. Some types of the Special repairs may qualify to be categorised as ‘Original Work’ as mentioned earlier. Works means works executed after the administrative approval by the procuring Authority and after the Technical sanction done/ accorded by the PMC cum O&M Agency.

- **O&M Works:** Works carried out through Contractors by the PMC cum O&M Agency for operation, maintenance and management of PDS within CSEZ.
- **Contractors:** Persons/Firms hired by the PMC cum O&M Agency through tender process for carrying out the O&M works of PDS for which separate payment will be provided by CSEZA as per actual tendered cost.
- **PMC Works:** Works where the value of work is more than Rs.10.00 lakhs and where the PMC shall provide the Procuring Entity consultancy services like expert or strategic advice, feasibility studies, engineering services, architectural services, finance, accounting, taxation service and where the PMC shall undertake small works or supply of goods or other services which are incidental or consequential to such services. The design of the Works be done by the PMC and shall also give all technical/engineering advice to the Procuring Entity.
- **Project Management Consultant:** The agency who is selected as PMC cum O&M Agency of CSEZA undertaking all Works of PDS of with the value of Works above Rs.10 Lakhs on the basis of payments as a % of the total project estimate.
- **O&M Fees:** Amount quoted by the successful bidder for providing Operation, Maintenance & Management services per year by employing core staff as specified in Clause 2.4 of this RFP and deploying all other resources including additional manpower required for successfully carrying out the services incidental in nature under the scope of work in this RFP.
- **PMC Charges:** Charges payable to PMC cum O&M Agency as percentage of value of Works above Rs.10.00 lakhs for consultancy, maintenance, supervision and management which shall also include design, supply, installation, testing and commissioning wherever applicable and as provided in Clause 5.13.

- **Units:** Export firms inside CSEZ, who have taken land/buildings/part of buildings on lease from CSEZA.
- **Agreement:** The agreement signed by the successful bidder with CSEZA as per the format specified in **Annexure – B**.
- **Procuring Entity:** Cochin Special Economic Zone Authority.
- **Procurement Guidelines:** Guidelines applicable to Public Procurement, consisting of under relevant context a set of – i) Statutory Provisions (The Constitution of India; Indian Contract Act, 1872; Sales of Goods Act, 1930; and other laws as relevant to the context); ii) Rules & Regulations (General Financial Rules, 2017; Delegation of Financial Power Rules and any other regulation so declared by the Government); iii) Manuals of Policies and Procedures for Procurement (of Goods; Works; Consultancy/other services or any for other category) promulgated by the Ministry of Finance and iv) Procuring Entity’s Documents relevant to the context (Codes, Manuals and Standard/Model Bidding Documents).

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## SECTION – II

### NOTICE

#### Request for Proposal

No.C-5/1/2021:CSEZA dated 06-09-2022

Subject : **Notice for calling Request for Proposal for selection of an agency for operation, maintenance , management and project management consultancy of Power Distribution system (PDS) 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 Central or State Public Works Organizations/Public Sector Enterprises registered in India meeting the qualification and eligibility criteria for rendering services of operation, maintenance & management and project management consultancy of PDS in CSEZ, covering the scope of services specified/detailed herein in this RFP.

1.	Name of work	<b>Operation, maintenance, management and project management consultancy of Power Distribution System in CSEZ.</b>
2.	Location	Cochin Special Economic Zone, Kakkanad, Kochi, Kerala
3.	Website for viewing tender/ Corrigendum/ Addendum	<a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> ; <a href="http://www.csezauthority.in">www.csezauthority.in</a>
4.	Website for procurement /downloading and uploading corrigendum/ Addendum	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
5.	Proposed period of engagement	Five years
6.	Pre-bid meeting	20-09-2022 at 11.00 hours.
7.	Last date & time for submission of Technical and Financial bid	10-10-2022 at 15.00 hours.
8.	Date, time and address for submission of EMD etc., as detailed in RFP	10-10-2022 upto 15.00 hours in the office of Chairman, Cochin SEZ Authority, CSEZ Administration Building, Kakkanad, Kochin – 682 037.
9.	Opening of qualification cum technical bid	10-10-2022 at 15.30 hours
10.	Opening of Financial bid	Will be intimated to eligible bidders
11.	EMD/Bid Security	Nil. The bidder shall submit Bid Security Declaration.

## SECTION – III

### 1. Introduction

Cochin Special Economic Zone is a designated special enclave serving as an export hub for a diverse set of industries belonging to a variety of sectors like electronics, rubber goods, marine products and software services. The manufactured goods and IT/ITeS from CSEZ are exported, generating Foreign Exchange for the country. CSEZ functions under the administrative control of the Department of Commerce, Ministry of Commerce & Industry, New Delhi.

Cochin Special Economic Zone Authority is a body corporate created under Special Economic Zone Act, 2005. CSEZA (also called a Developer) owns the land in CSEZ and provides all essential infrastructure facilities to the export firms/industries inside the Zone. CSEZA distributes power and water required by the industries in the Zone. The infrastructure comprises a 110KV substation for distribution of power, a water treatment plant, an effluent treatment plant, incinerator and a biogas plant within the Zone. Trial run of a Reverse Osmosis plant is in progress. CSEZA owns several single storied standard design factories/buildings (SDF) and multi-storied standard design factories/buildings (MSDF) and provides common amenities to its clients in the 103 acres of land with a compound wall. The administrative building of CSEZ is located right across the industrial estate on the other side of the seaport-airport road.

The basic objective of this RFP is to enable CSEZA to select potential agency which has the capabilities and resources for the operation, maintenance & management of the facilities for distribution of power distribution system (PDS) in CSEZ. The applicant shall also function as Project Management Consultant for works related to PDS. The applicant shall thus be responsible for enhancing the services/functionality of the power distribution system.

The operation, maintenance and management of PDS facilities in CSEZ is a function requiring specialized high quality service and commitment of dedicated personnel, material and financial resources. This requires additional requirement/commitment/usage of the above internal resources. But the economy, speed and efficiency in undertaking the above function in CSEZ as well as the gaps in the in-house expertise of CSEZA are valid considerations while seeking the services of a potential agency exclusively dedicated to the operation, maintenance and management of PDS. Such an agency functionally should undertake services of operation, maintenance and management of PDS facilities, as if CSEZA's engineering would have done, if there was any. This emphasizes that the potential agency needs to have a rich experience in governmental projects and a sound knowledge of various statutes, manuals, codes, regulations, methods of book keeping, procedural/legal formalities of vetting/approvals applicable in government. Hence, considering that the potential agency needs to function like an Engineering wing of CSEZA and also deploy knowledge and experience in government, RFP is invited from PWOs and PSEs.

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 RFP 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 & Management of the PDS in an efficient manner.



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

## 2. Scope of Work of PMC cum O&M Agency

The selected agency/firm shall plan, supervise, oversee & manage the works related to PDS of CSEZ employing the required staff as specified in Clause 2.4. The selected agency/firm shall invite tenders and engage contractors for undertaking the works connected with the regular operations, repairs, maintenance and management of PDS of CSEZ. The contractors hired by the PMC cum O&M Agency through tender process for carrying out the O&M works of PDS. The payments to the contractors shall be through the bills raised by the selected agency as per actual tendered cost. The Power Distribution System (PDS) in CSEZ comprises Substation, HT & LT Distribution networks, Transformers, RMUs. Detailed listing of various equipments of the Power Distribution System is given in **Annexure- E**. However interested bidders may visit site and familiarize the system for better understanding.

Generally, works in CSEZ could be Original/Minor/Repair. Original works are new constructions, site preparation, additions/alterations to existing works, special repairs to newly purchased or previously abandoned structures, including remodeling or replacement. Minor works are works that do not create new assets. Repair works are undertaken to maintain building and fixtures and are undertaken as Annual repairs and Special repairs. The selected agency shall also act as a Project Management Consultant (PMC) of CSEZA undertaking all works of PDS above a specified value on the basis of payments as a % of the total project estimate. The PMC shall provide the CSEZA consultancy services like expert or strategic advice, feasibility studies, engineering services, architectural services, finance, accounting, taxation service and shall undertake small works or supply of goods or other services which are incidental or consequential to such services. The design of the Works shall be done by the PMC and shall also give all technical/engineering advice to CSEZA.

2.1. The Scope of Work detailed below pertains to the functions/services to be undertaken/managed by the successful bidder. This scope of work includes the General Conditions of Contract in Clause 5.

1. Plan, supervise and manage Operation, maintenance & management of –
  - existing HT and LT power distribution network system in CSEZ.
  - 110kV substation.
  - all auxiliary equipments in the Substation.
  - Service connections and disconnections
2. Plan and implement Preventive/Scheduled/Break down maintenance.
3. Managing substation operation.
4. Maintaining quality and reliable power supply inside the CSEZ meeting the Kerala Electricity Supply Code 2014 and Standards of Performance and amendments thereto issued by KSERC.
5. Suggesting the ways of advancement to avoid obsolescence and increasing the efficiency of power equipments and connected infrastructure and buildings inside the CSEZ.
6. Identifying errors/variations/deviations in the O&M works.

7. Preparation of drawings, designs and estimates for the O&M works.
8. Preparation of NIT, e-tendering, Tender evaluation & awarding of O&M work.
9. Preparation of draft orders/agreements relating to purchase, work hire and hire purchase.
10. Procure essential materials required for O&M works only after confirmation from CSEZA.
11. Quality assurance and quality control.
12. Design of new distribution network whenever required, procurement, installation and commissioning of required components of new network, and maintenance thereof.
13. 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).
14. Plan, propose, design, tender, implement, supervise and manage new/improved prepaid metering/smart metering system and software system as may be required for efficient monitoring of energy uses, enhancing collection efficiency, etc. taking into consideration energy audit and various reports to be submitted to different organizations viz, KSERC, BEE, ANERT, KSEBL, etc. or as desired by CSEZA.
15. Ensuring accuracy in energy sale and purchase and smooth data connectivity between consumers' meters and the server.
16. Ensure Software upgrades for the data networking components such as routers, switches, etc., if any, on a minimum cost basis.
17. Supervision of maintenance, support services and execution of annual maintenance contract, etc. in respect of equipments and software supplied by the vendors to CSEZA.
18. Processing of various power supply related applications received from various categories of consumers in the licensing area of CSEZA.
19. 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)
20. Providing indicative technical specification for consumers' end power supply metering and related equipments.
21. Arrange and supervise Operation, maintenance, monitoring and management of Solar Photovoltaic System (SPV) installed in CSEZ.
22. Tendering and ensuring supply of necessary qualified and experienced supervisory and skilled operating personnel and unskilled manpower to cover the normal scope of services as 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.
23. Preparation of ARR&ERC/Truing up of ARR&ERC documents. Furnishing necessary clarifications and presentations for hearing, providing periodic returns to KSERC, CEA, BEE, ANERT, etc.
24. Generation and serving of power consumption statements of consumers.
25. CSEZA and the PMC cum O&M Agency will jointly address the network requirements along with any other services required by the system and consumers.
26. For providing uninterrupted and quality power supply to the consumer, the PMC cum O&M Agency will coordinate and pursue with concerned CSEZ authorities as well as other agencies/Departments to enable the same and complete project in time.

27. Project monitoring through site inspection.
28. Engaging accredited energy auditors and co-ordination with them for timely submission of Energy audit and accounting reports.
29. Preparation of reporting documents.
30. Arrange to prepare estimate to carry out repair of tools and carry out repairs to equipments and requisition for materials required.
31. Preparation of various reports and returns as required by KSERC, CEA, BEE, Kerala State Electrical Inspectorate, etc. and monitoring of power consumption and related subjects.
32. Assistance to CSEZA in expansions and modifications of the system in place.
33. Liaisoning with KSEB, Electrical inspectorate, Central and State departments and municipal authorities and preparation & presentation of reports and its follow up and other related correspondences.
34. Ensure the preparation, technical soundness and correctness of all O&M works to be carried out in substation, distribution line, etc.
35. Procurement and Storage of materials/consumables/spares/accessories required for the upkeep and maintenance of substation and distribution network.
36. Maintain tools and plant and other equipments entrusted to the O&M agency.
37. Supervising maintenance/replacement/repair works.
38. Providing suggestions/comments on draft notifications issued by KSERC as well as Regulations/Orders issued on this behalf by any government agency (CEA, BEE, etc).
39. Scrutinizing and compiling technical statements.
40. Arrange to survey and report scrap and other unserviceable items in time and its disposal.
41. Arrange remittance of all statutory payments.
42. In case of theft of CSEZA property, inform police as well as CSEZA and follow up the case.
43. In case of any accidents, follow the formalities as per relevant Act.
44. 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.
45. Issuing completion certificate and a brief note on the work.
46. Preparation, verification and certification of bills for payment stating satisfactory completion of the work as per the design, drawing and specifications as provided in NIT.
47. Providing comments/suggestions/advice for safeguarding the interest of CSEZA on all PDS matters as and when required including that on Regulations/Orders issued by KSERC.
48. Advising CSEZA and taking necessary steps for power procurement.
49. Ensure compliance with Electricity Act (2003), KSERC regulations and preparation & presentation of ARR&ERC, Truing up and other related correspondences.
50. Arrange final statement on materials and labour for O&M works.
51. Ensure proper functioning of prepaid metering of consumers, generation of bills, follow up of payment, associated disconnection/reconnection, etc. as per the relevant regulations in force.
52. Close monitoring, management and modifications of existing prepaid metering and billing system including software system.
53. Plan, propose, design, tender, implement, supervise and manage new/improved prepaid metering/smart metering system and software system as may be required for efficient

monitoring of energy uses, enhancing collection efficiency, etc. taking into consideration energy audit and various reports to be submitted to different organizations viz, KSERC, BEE, CEA, ANERT, KSEBL, etc. or as desired by CSEZA.

54. Clauses 1-53 above shall apply when the O&M Agency also functions as PMC for Works, *mutatis mutandis*.

## **2.2 Detailed scope of services**

### **2.2.1 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 equipment of substation 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 & 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. Ensure Upkeep of all mandatory and maintenance registers.
16. Ensure that the substation is properly manned at all times.
17. Ensure Maintain the Operator’s dairy while on shifts

### **2.2.2 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. Ensure that important statistics relating to the distribution system are made available.
11. Ensure availability of 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. Ensure 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.

### 2.2.3 Maintenance

Ensure proper planning and implementation of following Maintenance works through outsourced O & M contractors

1. Arrange for 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. Arrange to 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.

### 2.2.4 Operation of 110 KV Substation

Ensure that the following are done by the outsourced substation O & M contractor

1. 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.

2. 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.
3. Maintaining records of power failures with reasons.
4. Observing the yard and control room continuously and reporting any problem or faults to the CSEZA which require major / minor improvements.
5. Maintaining records of maintenance.
6. Changing the taps of transformers as and when required.
7. Co-ordination with operators in KSEB Substations at Kalamassery and Brahmapuram for efficient reliable operation of 110 KV Substation.
8. Attending the faults and restoration of the power supply without delay.
9. Follow permit system and maintain a permit book to facilitate system maintenance without accident / mishaps.

#### 2.2.5 Maintenance of 110 KV Substation

Ensure that these maintenance works of Substation are done by outsourced Substation O & M contractor

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. PMC cum 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.

#### 2.2.6 Operation, maintenance & management of HT and LT distribution network.

Ensure that the following are done by the outsourced O & M contractor

1. Switching ON and OFF of any feeder as and when required for maintenance and emergency purposes.
2. Switching ON and OFF power supply to any consumer as and when required.
3. Switching ON and OFF street lights, pump house supply etc. as and when required.
4. 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.
5. Attending the faults and restoration of the power supply without delay.

#### 2.2.7 Operation, maintenance & management of HT and LT Service connections

To be ensured through contractor where necessary

1. Switching ON and OFF of controlling switch gear of CSEZA (Supplier) at the premises of consumer as per the requirement of consumer/CSEZA.
2. To attend any power failure/defect calls of consumers to the satisfaction of the consumers.
3. To maintain a record of operation, maintenance & management of HT/LT service connections.
4. To maintain additional records as required by CSEZA to comply with the directions of SERC/ Inspectorate.
5. Monitoring and trouble shooting of pre-paid energy metering system and associated equipments and works related thereto.

6. Maintenance activities of all electrical installations owned and operated by CSEZA shall be done by the PMC cum O&M Agency.
7. Supervise energizing of HT line and equipment
8. Supervise power service connection and keep watch over the connected load

#### 2.2.8 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 PMC cum 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. PMC cum O&M Agency shall also apprise CSEZA on the above activities.

#### 2.2.9 Operation, maintenance & management of DG Set

Arrange and supervise Operation, maintenance & management of two DG sets, each one of a capacity of 125 KVA 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.

### 2.3 Duties and Responsibilities of PMC cum O&M Agency

The Scope of Work described in Clauses 2.1 & 2.2 above should be carried out by the successful bidder with the following duties and responsibilities:

1. Timely and qualitative completion of Works using effective management practices.
2. Taking every care for preventing errors/variations/deviations in the Works.
3. Regular operation, maintenance & management and measures to enhance the life expectancy of equipments, infrastructures and buildings connected to PDS inside CSEZ.
4. Ensure uninterrupted operation of the system through preventive/break down/scheduled maintenance.
5. Most efficient, effective and optimum usage of PDS inside the Zone.
6. Maximum service to consumers with respect to power supply inside CSEZ.
7. Maintenance of proper records of operation and maintenance (Log book, registers, check list etc.) as in practice wherever necessary by a distribution licensee).
8. The PMC cum 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 presentation within the time stipulated for it. For the preparation of document, they shall interact with CSEZA, Chartered Accountant appointed by CSEZA and any other agency.
9. Compliance of safety rules and regulations.
10. Maximum system availability. Manage and make the best use of all resources available.
11. Safeguarding the interest of CSEZA on all matters related to PDS.
12. Except in emergency situation, repairs (minor or major) shall be carried out only on prior written permission from the Procuring Entity. The PMC cum O&M Agency shall also intimate the Procuring Entity, 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.

13. Procurement and Storage of materials/consumables/spares/accessories shall be carried out by the PMC cum O&M Agency adopting competitive bidding procedures after approval from the Procuring Entity.
14. Maintain tools and plant, vehicles and other equipments entrusted to The PMC cum O&M Agency in proper condition and render accounts.
15. Ensure that the work of contractors conform to specifications, construction standards and statutory provisions.
16. Ensure that the materials/resources/services of the Contractor appointed with the consent of CSEZA are available 24 hours, 7 days a week.
17. Ensure that completion certificate and a brief note on the work executed are attached along with the final bill of repair/maintenance work.
18. Submit bills within a month's period after satisfactory completion of minor work.
19. Take necessary steps to ensure safe working practices. Ensure that the supervisors are adhering to safety practices strictly.
20. The PMC cum 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.
21. Maintenance of all mandatory registers including asset and stock registers.
22. Ensure availability of safety devices at substation and other electrical installations.
23. Manage and support all computerization activities including data collection & updating.
24. Ensure availability of computers, UPS, peripherals and stationary. Manage all computerized operations.
25. In case of petitions especially regarding allegations against the staff under PMC cum O&M Agency, conduct enquiry and report.
26. Ensure that personnel newly joining are familiarized with the layout and standard operating procedures. Provide and arrange for training to personnel as per requirement.
27. Take all possible measures to ensure good public relation and customer satisfaction. The personnel of PMC cum O&M Agency shall behave politely and courteously with all concerned and take steps to foster a customer friendly environment.
28. To take measures to maintain the premises of office, substation, etc neat & clean as well as ensure good housekeeping.
29. Maintaining proper registers for service connections and disconnections, compliant register as per standards of performance regulations etc.

**2.4 Minimum key personnel to be engaged by the PMC cum O&M Agency and essential qualification & experience required.**

<b>Core Group – To oversee and ensure entire O&amp;M scope of services and coordination with CSEZA</b>			
<b>Designation</b>	<b>No. of Personnel</b>	<b>Educational Qualification</b>	<b>Experience on eligible assignments</b>
Resident Engineer	1	Degree in Electrical Engineering	Bachelor's degree in Electrical Engineering with minimum 15 years' post qualification experience in (Erection, Testing and Commissioning AND/OR operation and maintenance of outdoor substation (having a capacity of



			33 KV and above) and power distribution system). Thorough knowledge on statutory rules and regulations in electric supply and distribution system. Should have experience in any Government organization/ Government undertaking/ corporations / private sector entities. Should have experience in regulatory matters of Central and State Regulatory Commissions.
Assistant Engineer	1	Degree in Electrical Engineering.	5 years experience in the field of power distribution and maintenance.
Junior Engineer / Supervisor	1	Diploma/Degree in Electrical Engineering	Industrial experience in plant operation/ maintenance of power distribution system in HT and LT voltage system (3 years for Degree holders and 5 years for Diploma holders)
IT Manager	1	MCA/B Tech/ MSc (Computer science /IT)	Minimum 5 years experience in IT operations and software development
Finance Manager	1	MCom/MBA (Finance)/ CA(Inter)/ ICWA (Inter)	8 years experience in accounting and knowledge in tally, MS-Office and other taxation matters. The official should be capable of handling ARR & ERC and regulatory accounting.

**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. The above stipulated manpower is the minimum manpower required to be provided by the Agency, exclusively for the Operation, Management and Maintenance of PDS in CSEZ.
4. Either Resident Engineer or Assistant Engineer having BEE certification as Energy manager having three years experience will be considered as Energy Manager. However, he shall be fully aware of the energy auditing and reporting requirements of BEE as per the regulations for Energy auditing and energy accounting of Distribution Licensees. Energy manager shall undertake all functions of Energy manager of CSEZA as per the regulations and prepare and endorse the periodic returns to BEE on behalf of CSEZA.
5. The IT Manager shall also be responsible for monitoring and managing prepaid metering system and furnishing bills and relevant reports including making necessary changes in the pre-paid metering system software to comply with the Tariff Orders of KSERC. He shall also responsible for the cyber security and energy accounting/energy audit related matters of PDS.
6. The above manpower list is only the minimum key personnel to be provided by the O&M Agency and requirement of minimum manpower to be provided by outsourced O&M Contractors will be finalized and specified while tendering for them separately.

### 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 Central or State Public Works Organization/Public Sector Enterprise registered in India	a) Certificate of Incorporation b) Memorandum & Articles of Association c) DIN of all Directors
3.2	Should have turnover at least Rupees <b>two</b> crore per annum for any three of the four Financial Years - 2017-18, 2018-19, 2019-20 & 2020-21	Certified balance sheet of the firm for the Financial Years - 2017-18, 2018-19, 2019-20 & 2020-21
3.3	Should have Net profit for any three of the four Financial Years - 2017-18, 2018-19, 2019-20 & 2020-21	Certified Profit and Loss statement for the Financial Years - 2017-18, 2018-19, 2019-20 & 2020-21
3.3	Should have an experience in Design/Erection & Commissioning of at least one project in 33KV and above substation <b>OR</b> minimum one year experience in O&M/ supervision of O&M work of 33KV and above substation & HT power distribution system	Completely filled up proforma in Forms 5 & 6 along with Experience Certificates/Client feedback certificates
3.4	Should have minimum manpower/resources as detailed in Clause 2.4 in this document.	Completely filled up proforma in Forms 3 & 4 along with Experience Certificates of the personnel

Note: The successful bidding firm should also have bench strength for key positions coverage/readiness and sufficient candidates' pool as substitutes/replacements when the manpower recruited under Clause 2.4 goes on leave/have to be replaced. At any rate, if the manpower as agreed herein is absent/on leave, a competent candidate having the same qualification and experience as in Clause 2.4 has to be deployed in place of him/her if the leave/absence is beyond a period of 3 days.

#### 4. Selection/Evaluation Process:

**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 Criteria for evaluation:

4.1.1 Qualification cum Technical proposals: The proposal will be evaluated on the basis of the experience of the applicant. Only those companies whose proposals score 75 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	Previous Performances			
2	Satisfactory completion of Design of 33KV and above substation & HT power distribution system	Upto three works	5	10
		More than three works	10	
3	Satisfactory completion of Erection or O&M or supervision of operation & maintenance of 33KV and above	Upto three works for erection or upto three years of experience in	25	35

	substation & HT power distribution system	O&M /supervision of O&M		
		More than three works for erection or more than three years of experience in O&M /supervision of O&M	35	
4	Capability	Availability of Experienced/Qualified Engineers/staff for design, engineering and implementation as per Clause 2.4	30	30
5	Having Turnover of Rs.2.00 Crore and above for three financial years out of the following four FYs : 2017-18; 2018-19; 2019-20 & 2020-21	Rs.2.00 crore and above each year	10	10
6	Having Net profit for three financial years out of the following four FYs : 2017-18; 2018-19; 2019-20 & 2020-21	Has been achieving net profit for the past three consecutive years	10	10
7	Certifications in the relevant field	For quality of work	5	5

4.1.2 Evaluation of Financial proposals: The financial bids of all applicants who score 75% 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 PMC cum O&M Agency based on the eligibility criteria prescribed in Clause 3 and scoring criteria prescribed in Clause 4.1.1 herein.

4.2.1 The Technical Proposals will be evaluated out of 100 marks. The Bidders securing minimum score of 75 marks would be considered as Technically Qualified Bidders and would be eligible for next stage of the Bidding Process i.e. Financial Evaluation.

4.2.2 In the case of key personnel, their CVs should be submitted duly signed by the respective personnel and countersigned by the Authorized Signatory of the firm. Their experience need not necessarily be with the firm where they are currently employed.

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 Conditions of Contract (GCC)

The following clauses in GCC shall be binding on the PMC cum O&M Agency for all the Works.

### 5.1 Agreement

5.1.1 The selected firm/company will have to sign an agreement with CSEZA as per the format specified in **Annexure - B**.

- 5.1.2 The agreement is non-exclusive in nature. The agreement shall not restrict CSEZA from contracting for identical or similar services with any other person/party.
- 5.1.3 Duration of agreement: The agreement shall initially be valid for a period of **five years** from the date of signing of contract subject to performance review as in Clause 5.1.4 and 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 PMC cum 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 PMC cum O&M Agency, this agreement shall stand terminated immediately upon intimation to the PMC cum O&M Agency. On completion of the tenure of the agreement, the PMC cum O&M Agency shall hand over all the materials belonging to the Procuring Entity or to the Procuring Entity's representative and the PMC cum O&M Agency shall remove all materials belonging to them including workforce from the site without any delay. However, the PMC cum O&M Agency shall continue to discharge their responsibilities on the same terms and conditions till the next PMC cum O&M Agency takes over.
- 5.1.4 Annual Performance Review: CSEZA shall constitute a Contract Monitoring Committee (CMC) for annual monitoring of the performance of the services rendered by the PMC cum O&M Agency. CSEZA shall have the liberty to include experts from the Government/Private sector/Research institute or individual consultants in the CMC. The cost of such members, if any, shall be borne by CSEZA. CMC shall be responsible to: (1) oversee that the PMC cum O&M Agency carries out the services as per the contract (2) assess the quality of the deliverables (3) accept/reject any part of services (4) levy appropriate liquidated damages or penalty if the services are not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the services.

Notwithstanding the period of agreement mentioned in 5.1.3 above, if the services rendered by the PMC cum O&M Agency are found to be thoroughly unsatisfactory after the annual review of performance (at the end of each calendar year) by the CMC, the latter shall have the authority to recommend to CSEZA the termination of the contract with the PMC cum O&M Agency. The decision of CSEZA shall be binding on the PMC cum O&M Agency in this regard.

- 5.1.5 The successful bidder, on acceptance of his tender by CSEZA, shall, within 15 days from the stipulated date of start of the work, sign the agreement consisting of:- (i) RFP, all the documents including drawings, if any, forming the RFP as issued at the time of invitation of RFP and acceptance thereof together with any correspondence leading thereto. (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of: a) various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto. b) Safety Code. c) Model Rules for the protection of health, sanitary arrangements for workers employed by the PMC cum O&M Agency.
- 5.1.6 No payment for the work done shall be made unless agreement is signed by the PMC cum O&M Agency.

## **5.2 Provisioning of Service:**

- 5.2.1 For completion of any project, CSEZA at its discretion may provide any required resource free of cost.
- 5.2.2 Whenever PMC cum O&M Agency proposes to source equipments from any new vendor then the PMC cum 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.

- 5.2.3 It shall be the responsibility of the PMC cum O&M Agency that all the Works are implemented based on latest CPWD Work Manual, SOP to CPWD Work Manual, GFR and CVC guidelines and any non-compliance will be the liability of the PMC cum O&M Agency.
- 5.2.4 The office of the PMC cum O&M Agency shall function six days in a week with the number of personnel stated in Clause 2.4 in this document. However, the said minimum personnel must be available in the office during holidays to handle emergency works/situations.

### **5.3 Maintenance support**

- 5.3.1 The PMC cum O&M Agency shall provide to CSEZA 24 hours, 7 days a week service by themselves. The PMC cum O&M Agency will be equipped to receive (and register) complaints directly from the consumers, which shall be attended by the PMC cum O&M Agency without delay. For all emergency case specifically in situation where critical equipment or part of network is down, the PMC cum O&M Agency shall ensure that the consultation, assistance, advice and execution of work within minimum time period. In all other cases, the complaint must be attended not later than specified in the Performance Standards prescribed in **Annexure – D**.
- 5.3.2 The PMC cum 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.
- 5.3.3 The PMC cum O&M Agency will depute appropriate resources and manpower to monitor and manage the progress of the Works. The PMC cum O&M Agency shall ensure that the minimum number of personnel of the PMC cum O&M Agency stated in Clause 2.4 in this document is present at the sites from 8 am to 6 pm on all six days a week.

The PMC cum O&M Agency shall also ensure that the minimum number of personnel of the Contractors is present at the sites as per the prescribed schedule all days a week (including round the clock wherever required). Absence of the above personnel either found during the inspection by the authorized officers of the Procuring Entity or through any verifiable means with proof shall be considered a breach of the Contract by the PMC cum O&M Agency with the Procuring Entity and liable for its termination.

- 5.3.4 Any sum of money due and payable to the PMC cum 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 PMC cum O&M Agency with CSEZA.
- 5.3.5 The liability to insure the spares and tools, if any, in the possession of the PMC cum O&M Agency will be that of the PMC cum O&M Agency and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the PMC cum O&M Agency.
- 5.3.6 CSEZA reserves the right to engage the PMC cum 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.

#### **5.4 Original Works (Additional infrastructure related work)**

- 5.4.1 In the case of Original Works, a separate contract vide an agreement shall be executed by the PMC cum O&M Agency with CSEZA for each of such projects. Such projects shall be construed as individual projects and additional supervisory personnel as warranted and specified in the separate agreements shall be engaged for such projects. The personnel deployed for the PMC cum O&M Agency services as specified in Clause 2.4 in this document and the personnel engaged by the contractor for O&M work shall not double up (simultaneously utilized) for such Original Works. A different set of personnel not connected to the O&M Works shall be deployed for Original Works.
- 5.4.2 In all such Original Works, the PMC services shall include preparation of drawings, designs, estimate and tender documents and no separate charges shall be payable on account of PMC services on the above items.
- 5.4.3 Notwithstanding anything stated here in this RFP, the terms and conditions governing the PMC work to be undertaken by the PMC cum O&M Agency shall be in accordance with the PMC agreement signed between CSEZA and the PMC cum O&M Agency for each individual original Work.  
Provided, such agreement shall conform to the CVC guidelines, CPWD manual/guidelines and General Financial Rules/Manuals for procurement of Work & Consultancy as applicable.

#### **5.5 Charges:**

- 5.5.1 The PMC cum O&M Agency shall have no powers/jurisdiction to raise any bill on account of any sum owed to CSEZA from its consumers or clients within CSEZ as fees/charges/claims for the services provided by CSEZA. The PMC cum O&M Agency shall not represent itself as authorized agency of CSEZA on matters falling outside the ambit of this RFP.
- 5.5.2 Though any specific decision may be taken by CSEZA for a particular matter/case connected to O&M Works/PMC, the PMC cum O&M Agency shall have no right to treat such decision as precedence for all further matters/cases of similar nature. The PMC cum O&M Agency shall have no authority/ power to extend such decision universally to all such similar matters/cases without prior specific authorization by CSEZA in writing.

#### **5.6 Tasks to be undertaken by CSEZA: CSEZA shall –**

- 5.6.1 Provide office space for the PMC cum O&M Agency at reasonable rent of Rs.2916/- per square meter per annum.
- 5.6.2 Grant Administrative approval on submission of estimates of works to be carried out once technical justification for the work to the satisfaction of CSEZA is given by the PMC cum O&M Agency.
- 5.6.3 Give administrative support for approved work.
- 5.6.4 Facilitate entry pass to all staff and personnel of The PMC cum O&M Agency or contractor of the agency.
- 5.6.5 Make essential correspondences with KSEB, KSERC, CERC, consumers or any other offices on recommendation from the PMC cum O&M Agency.

5.6.6 Ensure timely payment to the PMC cum O&M Agency as specified elsewhere in this RFP.

#### **5.7 O&M Agency's staff and their conduct, etc**

5.7.1 All employees shall be of Indian Nationality and the PMC cum O&M Agency shall keep a record of temporary and permanent address of these employees. The PMC cum O&M Agency shall ensure that no convicted or penalized persons are employed.

5.7.2 The PMC cum O&M Agency shall ensure that regular salaries are paid to the staff and any discontent/non-co-operation from the side of the staff on account of non-receipt of salaries in time cannot be allowed.

**5.8 Co-ordination with other government agencies:** The PMC cum O&M Agency shall co-ordinate with officials of KSEB/KSERC/Electrical Inspectorate/any other agency or local government authorities for all related works and give reports to CSEZA regarding all matters with respect to power distribution system or any other connected facility set up in CSEZ.

**5.9 Rules and Regulations:** All the works, functions, services undertaken by the PMC cum O&M Agency shall be governed by the SEZ Act, 2005, Rules amended from time to time and Instructions/Circulars thereunder and subject to CVC Guidelines, CPWD norms/manual/guidelines and General Financial Rules/Manual for procurement of Consultancy for the relevant period. The PMC cum O&M Agency or the officials of the PMC cum 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 PMC cum O&M Agency alone.

#### **5.10 Lapses/Errors by the PMC cum O&M Agency**

5.10.1 If there is any adverse effect caused to the functioning of CSEZA/units in CSEZ or any damage/loss incurred to the assets or any claim against CSEZA on account of such damage/loss attributed/attributable to the lapses/errors in the functioning/performance of the PMC cum O&M Agency, CSEZA shall have the right to recover the pro rata cost or any reasonable liquidated damage/loss from the PMC cum O&M Agency.

5.10.2 CSEZA has all the right to engage an external agency, if necessary, to evaluate the work executed by the PMC cum O&M Agency. If any adverse effect/damage/loss attributed/attributable to the lapses/errors as abovementioned are identified, CSEZA shall have the right to recover the pro rata cost incurred for rectification of such lapses/errors or any reasonable liquidated damage/loss from the PMC cum O&M Agency. The expenses incurred for such engagement of an external agency also shall be recovered from the PMC cum O&M Agency.

5.10.3 CSEZA shall have the right to deduct appropriate amount from the O & M fees to the PMC cum O&M Agency in case the Agency fails to render the scope of services specified in this RFP and if there is any lack, deficiency or non-compliance occurred on account of the improper activities.

**5.11 Material cost and labour cost for O&M Works:** Where the routine maintenance work are carried out by the PMC cum O&M Agency, only the material cost shall be reimbursed provided the materials are not in stock. Besides, labour charges shall not be reimbursed for any work carried out by the O&M Agency, if the same is within the scope of work of the contractor concerned. When the above mentioned expenses on materials incurred by the PMC cum O&M Agency reaches a threshold of Rs.50,000/-, an expenditure statement along with the bills may be submitted to CSEZA to keep effective check on utilization and reimbursement. CSEZA shall scrutinize the claim and only eligible amount shall be reimbursed.

## **5.12 The O&M Fees**

5.12.1 Lumpsum amount quoted by the successful bidder shall be firm for the first **730 days** from the date of Agreement. Further, O&M Fees for the third, fourth and fifth year shall be 8%, 12% and 16% respectively over and above lumpsum amount quoted by the successful bidder.

5.12.2 The O&M Fees shall include:

- i) All the costs associated with the services rendered by the PMC cum O&M Agency. 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 minor work involving maintenance/modification work as detailed in the Scope of O&M Work in this RFP. Cost of manpower hired by contractors is excluded which will be paid separately based on actuals. The O&M Fees quoted by the successful bidder 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) The O&M Fees shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that the O&M Fees shall be inclusive of applicable GST with its Service Accounting Code (SAC), rate and amount. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii) The above is a lumpsum contract and the successful bidder shall not be entitled to any additional payment (on account of O&M fees), other than payment of outsourcing contractor bill, petty expenses as stated in Clause.5.11 and PMC charges as stated in Clause 5.13. However, travel expenses outside Ernakulam District made with the approval of the Procuring Entity shall be reimbursed by the Procuring Entity by restricting it as given below:
  - a) Resident Engineer – Travelling and Daily allowance shall be equivalent to Central Government officials having pay level of 9 in the pay matrix or the actual whichever is less.
  - b) Others - Travelling and Daily allowance shall be equivalent to Central Government officials having pay level of 6 in the pay matrix or the actual whichever is less.
- iv) All payments shall be made in Indian Rupees.

## **5.13 PMC Charges**

5.13.1 PMC charges as a percentage of value of executed work shall not be payable where the value of the executed work is less than Rs.10,00,000/-.



- 5.13.2 PMC charges for implementing all Works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.10,00,000/- but less than Rs.1,00,00,000/- shall be payable @7% of the total project cost.
- 5.13.3 PMC charges for implementing all Works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.1,00,00,000/- but less than Rs.3,00,00,000/- shall be payable @6% of the total project cost.
- 5.13.4 PMC charges for implementing all Works involving Design, Supply, Installation, Testing and Commissioning (DSITC) of executed value above Rs.3,00,00,000/- shall be payable @5% of the total project cost.
- 5.13.5 Payment of PMC charge shall be made on pro rata basis on the progress of execution of work and as per certified Running/Part Bill and the final payment shall be subject to the satisfactory completion of the works and after verification by CSEZA.
- 5.14 Conditions regarding Personnel:** The chief of station (at CSEZ) of the PMC cum O&M Agency shall be necessarily an officer at the level of a Superintending Engineer or of equivalent designation/grade. The qualifications/experience of the chief of station and the core group of personnel mentioned under **Clause 2.4** in this RFP shall be vetted by the Chairperson, CSEZA, followed by an interpersonal meeting individually with the chief of station and each personnel. The agreement with the successful bidder shall be signed and the contract with the PMC cum O&M Agency shall be confirmed only if CSEZA is satisfied that the chief of station and the personnel of the successful bidder/ proposed PMC cum O&M Agency has the required capacity and potential to deliver the services required under this RFP.
- 5.15 Compensation Clause:** If the PMC cum O&M Agency is engaged to execute any project/Original work based on a separate work order, the Procuring Entity shall be entitled to include a clause for liquidated damages as under: Should the PMC cum O&M Agency fails to deliver its responsibilities within the period prescribed and agreed, the Procuring Entity, 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 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 PMC cum 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 the Procuring Entity. The total value of the liquidated damages as per above shall be limited to a maximum of 10%. i.e. Liquidated Damages shall be levied up to 20 weeks only. However, in case of delay due to reasons beyond the control of the PMC cum O&M Agency, suitable extension of time shall be granted.
- 5.16 Insufficient Manpower:** The O&M Agency to ensure availability of the manpower as per the minimum manpower requirement to manage the Operation & Maintenance efficiently. In case of resignation, absconding of the manpower from their duties, O & M Agency should bring the same in notice of the CSEZA within 4 days of incident and should arrange a suitable replacement within one week. The Manpower deployment shall be 100% of the minimum man-power as defined at Clause 2.4 in Scope of Work.
- 5.17 Cyber Security:** O & M Agency's manpower shall not indulge in unauthorized access of the CSEZA's PCs /Workstations. The O & M Agency taken by contractor during patrolling/ maintenance activities and drawings, specifications, diagrams, technical, operational & other

information provided by CSEZA shall not be shared by O & M Agency with any Agency/ person other than that authorized by CSEZA.

- 5.18 Insurance:** Insurance policy as per Workmen Compensation Act shall be taken or ensured be taken by the O&M Agency for its employed personnel or for the outsourced personnel employed by the contractor for the work, as applicable. The O&M Agency shall also be responsible for compliance of all the provisions under Workmen Compensation Act and shall furnish a copy of the insurance policy to CSEZA before commencement of work.
- 5.18.1 The O&M Agency at its cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the O&M Agency alone. The O&M Agency's failure in this regard shall not relieve him of any of its contractual responsibilities and obligations.
- 5.18.2 The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workmen compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The O&M Agency shall be responsible for the safety and security of the employees of the O&M Agency & his Sub-O&M Agency's throughout execution of the works.
- 5.18.3 In the event of there being any increase of workmen compensation insurance premium under any law or any additional or new liability under the Employees laws being imposed on the O&M Agency after the date of submission of the tender, the additional expenditure incurred by the O&M Agency shall be borne by him and no claims shall be entertained by CSEZA on any account.
- 5.18.4 All costs on account of insurance liabilities covered under the contract will be on O&M Agency's account and will be included in Financial Bid.
- 5.18.5 In absence of valid Workmen compensation Insurance policy, compensation as decided by the Competent Authority shall be payable by the O&M Agency in case of any accidental death/injury. CSEZA shall not be liable for any such payments. In the event of failure on the part of the O&M Agency to deposit the compensation with the concerned authorities within the stipulated period, CSEZA shall take necessary action to deposit the same with the concerned authorities and shall recover/ adjust the amount deposited from the bills submitted by the O&M Agency anywhere in CSEZA.
- 5.18.6 The O&M Agency shall take adequate Group Insurance and Workmen Compensation as per Act applicable for the said work for its deployed manpower during execution of contract. The expenditure incurred towards premium for such policies shall be borne by the O&M Agency without any additional cost to the CSEZA. It shall be obligatory on the part of the O&M Agency to provide a copy of group insurance/ Workmen Compensation policy for the manpower deployed before commencement of work to the Engineer In-Charge of CSEZA. The above policies should be valid throughout the duration of the contract.
- 5.18.7 The O&M Agency shall ensure that all legal dues, including Employees Compensation against workmen Compensation Policy, is paid to the legal heir of the deceased/injured within the time frame and adhering to the provisions of Employee (Workmen) Compensation Act. If O&M Agency failed to deposit the Compensation amount along with interest, if any, to the concerned Compensation Commissioner, equivalent amount shall be with-held from running bills of O&M Agency and submitted the same to Commissionerate office without delay.

- 5.19 Erection All Risk Policy/O&M Agency All Risk Policy:** The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at 5.21. The O&M Agency shall take the policy in the joint name of CSEZA and the O&M Agency. All these policies shall indicate CSEZA as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Chairman of CSEZA.
- 5.20 The following add-on covers shall also be taken by the O&M Agency:** Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover: The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the CSEZA's personnel) and loss of or damage to property (including the CSEZAs' property and any parts of the Facilities which have been accepted by the CSEZA) occurring in connection with supply and installation of the Facilities. If during the execution of Contract, the CSEZA requests the O&M Agency to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the O&M Agency shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the O&M Agency on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Financial Bid.
- 5.21 Automobile Liability Insurance:** The O&M Agency shall ensure that all the vehicles deployed by the O&M Agency (whether or not owned by them) in connection with the scope of work are duly insured as per RTA act. Further the O&M Agency may also take comprehensive policy (own damage plus third-party liability) of each individual vehicle deployed in the project on their own discretion in their own name to protect their own interest.
- 5.22 Liability for Accidents and Damages:** O&M Agency shall be fully responsible for safe handling of the material/equipment. Any loss or damage during the above operations will be to the account of the O&M Agency. CSEZA shall have the right to deduct the amount or estimated damages on loss from the bills of the O&M Agency. If the damage/theft is caused to the CSEZA's asset/ property/office equipment/ Tools and Plants by the personnel employed by the O&M Agency, then the O&M Agency shall bear the cost of repair or replacement, as per direction of Chairman, CSEZA. Further in case of any mishap with the employed personnel during the contract period CSEZA will not be responsible for same.
- 5.22.1 The O&M Agency shall be responsible for any compensation whatsoever to its employed personnel in case of any omissions on the parts of its employed personnel and CSEZA shall not be held responsible for such omissions of workers.
- 5.23 Compliance with Labour Regulations:** The O&M Agency shall comply with all labour related statutes viz. Contract Labour (Regulation & Abolition) Act 1970 (37 of 1970) with State Amendments along with The Contract Labour (Regulation & Abolition) Central Rules 1971; The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 (30 of 1979) along with The Inter-State Migrant Workmen (Regulations of Employment and Conditions of Services) Central Rules,1980, Employees Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act, 1936, Equal Remuneration Act, 1976, Child Labour (Regulation & Abolition) Act, 1986, National and Festival Holidays Act, 1974, Maternity Benefit Act 1961, Employees State Insurance Act 1948, Payment of Bonus Act, 1965 . The O&M Agency is bound to comply and ensure compliance with all the provisions of applicable labour laws even though not expressly mentioned herein.

CSEZA shall bear no liability whatsoever towards any violation by the O&M Agency in the above regard.

**5.24 Social Accountability:** The bidder shall stand committed to comply all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at [www.sa-intl.org](http://www.sa-intl.org)) and maintain the necessary records.

**5.25 Safety:** It is mandatory for the O&M Agency to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

- a. Each employee shall be provided with initial indoctrination regarding safety by the O&M Agency, so as to enable him to conduct his work in a safe manner.
- b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- e. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g. The staircases and passageways shall be adequately lighted.
- h. The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- i. The employees must use the standard protection equipment intended for each job.
- j. Each piece of equipment shall be inspected before and after it is used.
- k. Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- l. The O&M Agency has to provide sufficient quantity of Personal Protective Equipment (PPE)/ safety equipment conforming to Indian / International standards and provide this equipment to it's manpower at site as per the work requirement. The O&M Agency's Site In-charge has to ensure that all deployed manpower must use requisite Personal Protective Equipment / safety equipment at site.
- m. The O&M Agency shall submit relevant test certificates as per IS/IEC/ International standard as applicable to PPEs & T&Ps to the CSEZA before its usage.
- n. CSEZA may issue warning letter to Site In-charge of O&M Agency in violation of above norms.

o. If the O&M Agency does not take adequate safety precautions and / or fails to comply with the safety rules as prescribed under the applicable law for the safety of the equipment and for the safety of personnel or the O&M Agency does not prevent hazardous conditions which causes injury to his own employees or the employees of the CSEZA or employees of other O&M Agencies or any other person who are at site or adjacent thereto It may be noted that in case, accident involves a manpower deployed by O&M Agency at work site or general public, then O&M Agency site In-charge shall report/inform the accident immediately to the CSEZA and to all the concerned Statutory Authorities i.e.

- i) The officer In-charge of the nearest Police Station of the associated Police Station.
  - ii) Fire & Rescue Department
  - iii) District administration (District Magistrate/ Sub-Divisional Magistrate)
  - iv) The Regional Labour Commissioner
  - v) Commissioner of Employee Compensation (State) with which the person involved was registered as beneficiary, and
  - vi) Insurance company
- The O&M Agency shall also inform the next of kin or other relative of the person involved in the accident.

In case of an accident happens, the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby Hospital or any other such place for medical treatment. It should be the responsibility of the O&M Agency to furnish all details in this regard to the CSEZA in writing. Failure to comply with requirement may entitle the CSEZA to withhold any dues or suspend the work that is being carried out by the O&M Agency and recover the damages / costs arisen from such non-compliance by the O&M Agency. O&M Agency site In-charge ensure compliance of the same.

- vii) In case of any accident (fatal/ non-fatal), the O&M Agency shall provide the required compensation to the affected person/family as per the Code/Act On Social Security and the Occupational Safety, Health & Working Conditions Code/Act. The O&M Agency's failure in this regard shall not relieve him of any of his contractual responsibilities & obligations and the CSEZA will not entertain any claim in this regard.

5.25.1 The O&M Agency shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Safety Rules referred above, the latter shall be binding on the O&M Agency unless the statutory provisions are more stringent.

## **6. INSTRUCTIONS TO BIDDERS**

### **6.1 Pre-Bid Meeting**

1. Pre-Bid Meeting will be convened at the designated date as mentioned above at a time and place specified by CSEZA
2. A maximum of two representatives of each agency shall be allowed to participate on production of duly issued authority letter and identity documents.
3. During Pre-Bid Conference(s), the Bidders may seek clarifications and make suggestions for consideration of CSEZA.

4. The CSEZA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
5. All enquiries from the Bidders relating to this RFP notice document must be submitted to CSEZA before the deadline mentioned in this document in Form 7 – Request for clarification.
6. These queries should also be emailed at [authority@csez.gov.in](mailto:authority@csez.gov.in)

## **6.2 SUBMISSION OF APPLICATION/TENDER**

- 6.2.1 RFP document can be downloaded from the web site <https://etenders.gov.in/eprocure/app>.
- 6.2.2 All costs & expenses associated with submission of application shall be borne by the applicant 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.
- 6.2.3 The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the Request for Proposal (RFP). While submitting the Qualification cum technical proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described in the RFP.
- 6.2.4 This document is meant to provide information only and upon the express undertaking that recipients shall use it only for the purposes set above. No representation or warranty, expressed or implied, is or shall be made as to the reliability or accuracy of any of the information contained herein, nor shall it create any liability or responsibility on CSEZA or any of its officers. It does not purport to be all inclusive of the information regarding the services to be provided or to be the basis of the contract. It shall not be assumed that there shall be no deviation or change in any of the information mentioned hereunder on roles and responsibilities of the service provider. While this document has been prepared in good faith, neither CSEZA, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever, in respect of any statements or omissions made herein. Any liability or responsibility is accordingly and expressly disclaimed by CSEZA and its officers, even if any loss, harm or damage is caused by any act or omission on the part of CSEZA or any of its officers, whether negligent or otherwise, in respect of the present tender document.
- 6.2.5 This document constitutes no form of commitment on the part of CSEZA. Furthermore, this document neither confers the right nor any expectation on any party whatsoever, to participate in the tender process. The bidder shall be responsible for all acts incurred or omissions made in connection with participation in this process. This tender does not bind CSEZA to award a contract or to engage in negotiations. However, the bidders' participation in this process may result in CSEZA selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations shall not, however signify a commitment by CSEZA to execute a contract or to continue the negotiations with that bidder. The CSEZA reserves its right to terminate such negotiations at any time without assigning any reason.
- 6.2.6 Failure to furnish all the necessary information as required by the Request for Proposal or submission of a proposal not substantially responsive to all the requirements of the Request for Proposal shall be at Bidder's own risk and will be liable for rejection.
- 6.2.7 CSEZA reserves the right to verify all statements, information and documents submitted by the applicant in response to the RFP. 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.

- 6.2.8 The proposal shall be in indelible ink and shall be signed by the Bidder or duly authorized person(s) on each page of the proposal signed in blue ink. The letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.
- 6.2.9 In case the proposal is submitted in the template 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 RFP and the original RFP issued by the CSEZA, the latter shall prevail.
- 6.2.10 In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant and for mailing purposes.
- 6.2.11 Proposals received by facsimile shall be treated as defective, invalid and rejected.
- 6.2.12 Only detailed proposals complete in all respect and in the forms indicated shall be treated as valid.
- 6.2.13 No Bidder can modify, substitute, or withdraw the Proposal after its submission.
- 6.2.14 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.
- 6.2.15 The Organization should submit their Proposal with Cover Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
- 6.2.16 COVER LETTER: - The cover letter must clearly mention the name, address, telephone and fax no., and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
- 6.2.17 ENVELOPE- A: - One Hard Copy of Technical Proposal, in original, with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings **“Qualification- cum-Technical Proposal for selection of PMC cum O&M Agency for Power Distribution System in CSEZ.”**
- 6.2.18 ENVELOPE- B: - One Hard Copy of Financial Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings **“Financial Proposal for selection of PMC cum O&M Agency for Power Distribution System in CSEZ.”**
- 6.2.19 Each document in the two envelopes of Proposal should be a complete document and should be bound as a volume separately. Each of the document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Proposal.
- 6.2.20 Both the Technical Bid cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately. The outer cover shall be superscribed as **“Proposal for selection of PMC cum O&M Agency for Power Distribution System in**

**CSEZ.”** This cover shall also legibly bear RFP notice No., bidder’s address or ‘FROM’ address. This envelope shall be sent to the Chairman, Cochin Special Economic Zone Authority, CSEZ Administration Building, Kakkanad, Kochi – 682 037.

- 6.2.21 The Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated above. Any Proposal received after the closing time for submission of proposals shall be returned unopened. CSEZA does not take any responsibility for the delay and any explanation for the same.
- 6.2.22 The sealed cover should also clearly indicate the name, address, and telephone number of agencies to enable the proposal to be returned unopened in case it is declared "Late".
- 6.2.23 The soft copy of the Technical Proposal should be submitted, in the form of a USB flash Drive separate for each proposal and placed in appropriate envelope. The USB flash drive must be duly signed by the Firm/Agency using a “Permanent Pen/Marker” and should bear the name of the Agency.
- 6.2.24 Agency must ensure that the information furnished by him/her in respective Pen drives is identical to that submitted by him/her in the original paper document. In case of any discrepancy observed in the contents of the Pen Drives and original paper documents, the information furnished on original paper document will prevail over the soft copy.
- 6.2.25 The consultancy firm will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs. 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.
- 6.2.26 The proposal should contain all the documentary evidences to substantiate the claim for pre-qualification criteria set in para 5.1 above i.e. Names, CVs and duration of association of personnel who will be engaged in the said work/activities (duly signed CVs must have name and nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm or Firm/Agency, the number of years with the firm, key qualifications, academic background, experience and languages known).
- 6.2.27 Each team member who is not a full-time employee of the firm is required to give an undertaking that he/she is available to undertake the tasks allocated to him/her in the technical proposal. Each CV should be **signed (by the authorised personnel)** confirming that the information given in the CV is correct.
- 6.2.28 ENVELOPE-B i.e., Financial Proposal will be opened only for bidders who have been found qualified in meeting the evaluation criterion set in para 5.3 above with all required information furnished in ENVELOPE-A.
- 6.2.29 **Conditional bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder,** in which event, the decision of CSEZA shall be final and binding.
- 6.2.30 A bidder shall, by responding to CSEZA under the present RFP, be deemed to have accepted all the terms and conditions of this document. The terms of engagement shall be in accordance with the contract to be entered with the successful bidder.
- 6.2.31 All entries/ details in the tender form shall be legible and filled clearly. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the Bid shall be summarily rejected.**



6.2.32 The credentials of the Agency/Firm would be checked based on the following information provided in ENVELOPE-A along with the prescribed documents:

1. Form 1: Letter Pro-forma
2. Form 2: Minimum Eligibility
3. Form 3: Team Composition
4. Form 4: CV of team members.
5. Form 5: List of projects implemented by the bidder organization.
6. Form 6: Prior Experience
7. Form 8: Bid Security Declaration
8. Form 9: Format for understanding the assignment
9. Authorisation letter executed by the Agency in favour of the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP.
10. Certificate of incorporation
11. Memorandum & Articles of Association
12. DIN of all directors
13. Latest annual report
14. Balance sheet and Profit & Loss Account for 2017-18, 2018-19, 2019-2020 and 2020-21
15. Photocopy of PAN
16. Copy of GST registration
17. Copy of the certifications awarded for the quality of work in the relevant field, if any.

6.2.33 Financial Proposal: Applicants shall submit the financial proposal in **Form 10** 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. The envelope marked "Financial Proposal" shall contain the financial proposal in **Form 10**.

6.2.34 However, CSEZA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the Proposal submitted by the respondents.

6.2.35 The contract shall be awarded to the firm satisfying all the conditions as laid down under the eligibility criteria and submitting the lowest financial bid (inclusive of taxes), and the decision of CSEZA in respect thereto, shall be final and binding on all bidders. CSEZA shall issue the Letter of Award (LOA) to the successful bidder and communicate the same through Post/email as per details given by bidder.

6.2.36 Late Proposals:

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

### **6.3 Bid security /Earnest Money Deposit:**

6.3.1 The bidder has to give a Bid Securing Declaration as per Form 8.

### **6.4. Period of Validity of Bid:**

6.4.1 Bid shall remain valid for 90 days after the date of opening of Bids specified by CSEZA.

- 6.4.2 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 securing declaration provided under **Form 8** shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.
- 6.4.3 CSEZA is not bound to accept any RFP and reserve the right to accept or reject any RFP, and to annul the selection process and reject all RFPs 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.

## **6.5 Evaluation Process:**

- 6.5.1 CSEZA shall open the Application at 1530 hours on the due date (25.11.2021), 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 RFP. 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 rfp;
  - e) It does not contain any condition or qualification; and
  - f) It is not non-responsive in terms hereof.
- 6.5.2 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.
- 6.5.3 CSEZA would subsequently examine and evaluate application in accordance with Clause 4.1.1 in this RFP.
- 6.5.4 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 RFP. 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.

- 6.6 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.

- 6.7 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. The selected applicant will be required to furnish performance guarantee of three percent (3%) of the bid amount within seven days of issue of the award of consultancy in **Annexure A**.

**6.8 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 PMC cum O&M Agency to CSEZA in relation to the assignment shall be the property of CSEZA.

**6.9 Taxes and Duties:** The charges indicated for services to be performed under the contract shall be inclusive of all taxes and duties as applicable.

As per Section 16 of the IGST Act 2017, all supplies to CSEZA are Zero Rated. Accordingly, the O&M Agency would be liable to pay GST on the supplies/services sourced from their vendors which can be claimed by the O&M Agency as input credit for payment of their GST liability and /or claimed as refund from GST Authorities. Since the O&M Agency would be able to claim input credit/refund of any GST paid to its vendors/service providers, the same cannot be claimed from CSEZA. As such, any GST paid by the O&M Agency on its contractor's bills is not reimbursable by CSEZA. CSEZA shall not undertake any responsibility whatsoever which may affect the cash flow of the agency owing to the timing difference between the GST payment and its refund.

Secretary in Charge,  
Cochin Special Economic Zone Authority  
CSEZ Administration Building  
Cochin Special Economic Zone  
Kakkanad – 682 037  
Tele No. 0484-2413111.

**SECTION - IV**

**CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

Sl.	Document to be submitted	Document Submitted	
		Yes	No
1	Form 1: Letter Pro-forma		
2	Form 2: Minimum Eligibility		
3	Form 3: Team Composition		
4	Form 4: CV of team members		
5	Form 5: List of projects implemented by the bidder organization		
6	Form 6: Prior Experience		
7	Form 8: Bid Security Declaration		
8	Form 9: Format for understanding the project		
9	Authorisation letter executed by the Agency in favour of the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP.		
10	Certificate of incorporation		
11	Memorandum & Articles of Association		
12	DIN of all Directors		
13	Latest annual report		
14	Balance sheet and Profit & Loss Account for 2017-18, 2018-19, 2019-20 and 2020-21.		
15	Photocopy of PAN		
16	Copy of GST registration		
17	Copy of the certifications awarded for the quality of work in the relevant field, if any		
18	Financial proposal in <b>Form 10</b> (in separate cover)		

Signature of bidder

## Form 1

### LETTER PRO-FORMA

To,  
The Chairman,  
Cochin Special Economic Zone Authority (CSEZA)  
Kakkanad, Kochi – 682037.

**Sub: Proposal for selection of PMC cum O&M Agency for Power Distribution System in CSEZ**

Sir,

The undersigned Agency, having read and examined in detail all the RfP documents in respect of appointment of an Agency for CSEZA for the said assignment, do hereby express their interest to provide their Services as specified in the scope of work.

#### 1. Correspondence Details

1	Name of the Agency	
2	Address of the Agency	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	Mobile No.	
8	E-Mail of the contact person	
9	Any other information considered necessary but not included above.	

#### 2. Document forming part of Proposal

We have enclosed the following:

- Form 1: Letter Pro-forma
- Form 2: Minimum Eligibility
- Form 3: Team Composition
- Form 4: CV of team members.

- Form 5: List of projects implemented by the bidder organization.
- Form 6: Prior Experience
- Form 8: Bid Security Declaration in lieu of EMD
- Form 9: Format for understanding the assignment
- Authorisation letter executed by the Agency in favour of the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this RFP.
- Certificate of incorporation
- Memorandum & Articles of Association
- DIN of all directors
- Latest annual report
- Balance sheet and Profit & Loss Account for 2017-18, 2018-19, 2019-2020 and 2020-21
- Photocopy of PAN
- Copy of GST registration
- Financial proposal in **Form 10**
- Copy of the certifications awarded for the quality of work in the relevant field, if any.

3. We hereby declare that our Proposal is made in good faith and the information contained is true and correct to the best of our knowledge and belief. We also declare 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.

Thanking you,

**Yours faithfully,**

**(Signature of the Officer)**

Name :  
 Designation :  
 Seal :  
 Date :  
 Place :  
 Business Address :

Witness:  
 Signature  
 Name  
 Address

Date

Agency:  
 Signature  
 Name  
 Designation  
 Company  
 Date

**Form 2**  
**Minimum Eligibility**

[Agency should not include the figures of the subcontractors for Form-2]

1.1	Name of Agency				
1.2	Whether a Central/State PSU				
1.3	Year of Registration/Incorporation in India*				
1.4	Number of Employees in India as on December 31, 2021				
		FY 2017- 18	FY 2018- 19	FY 2019- 20	FY 2020- 21
1.5	Net Worth (INR Lakh) **				
1.6	Annual Turnover (INR Lakh) **				
1.7	Annual Profits (INR Lakh) **				
1.8	Organisation's experience - Minimum one year experience in design/erection & commissioning/O&M/supervision of O&M work of 33 KV and above substation & power distribution	Yes/No			
1.9	Whether experience is in design/Erection & Commissioning/O&M/supervision of O&M work of 33KV and above substation & HT power distribution system	Yes/No			
1.10	Mention years of experience in 33KV and above substation & HT power distribution system	Design			
		Erection & Commissioning			
		O&M			
		Supervision of O&M			
1.11	Description of the project (including switchyard equipments)	[Details of the projects have to be filled in Form 5 & 6]			
1.12	Availability/Expertise of team as per in para 5.1	Yes/No [Details of the projects have to be filled in Form 3 & 4]			

\* Enclose a copy of Registration document (including registration certificate)

\*\*Enclose a copy of Audited Financial Statement as annexures to **Form 2** with respect to information furnished in 1.5 to 1.7

\*\*\*Enclose copy of the self-attested supporting documents as annexures to **Form 2** with respect to information to information furnished in 1.10 to 1.11.

Witness:

Signature

Name

Address

Date

Employee:

Signature

Name

Designation

Organization

Date

**Form 3**  
**Team Composition**

S. No.	Name of person	Role of the person	Year of relevant experience <sup>1</sup>	List of relevant projects <sup>2</sup>	Signature <sup>3</sup>
1		Resident Engineer			
2		Assistant Engineer			
3		Junior Engineer			
4		IT Manager			
5		Finance Manager			

1. Year of relevant experience and same should also be depicted in the attached resume of the person.
2. List of projects related/relevant to this RFP and the same should be depicted in the attached CV of the person
3. Signature should be original and signed in ink by all team members and also attach self-attested copy of PAN card/Passport etc. for verification of signature. Bid will be rejected, if signatures are not valid/not signed in original.



## Form 4

### CVs of Proposed Team

[Provide CVs of the proposed team for undertaking the current assignment. The CVs to be included in the following format:]

NAME:

1. Proposed Position:
2. Name of Firm:
3. Date of Birth:
4. Nationality:
5. Educational qualification:

Name of Degree	Year	Name of Institution

6. Membership of Professional Associations, if any:
7. Other Training:
8. Countries of Work Experience:
9. Languages:

Language	Speak	Read	Write

10. Employment Record:

Firm	From – To Date	Designation / Role

11. Projects undertaken

Name	Role & Description	Duration (From-To)	Organization Name	Nature of the project/work

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Date

[Signature of team member with Day/Month/Year and countersigned by authorized representative of the agency with full name, signature and designation].

Resident Engineer/Team Leader or Assistant Engineer shall mention their experience in Energy Audit.

In the case of Junior Engineer, IT Manager and Finance Manager, they are expected to provide their nature of work experience.

**Form 5**

**List of projects/assignments implemented by the bidder organization**

<b>Type of Project</b>	<b>List of Project</b>
<b>Design of substations (33KV and above)</b>	1 -
	2 -
	3 -
<b>Erection &amp; Commissioning of substations (33KV and above)</b>	1 -
	2 -
	3 -
<b>O&amp;M in DISCOM sector (having substations of 33KV and above and HT &amp; LT power distribution)</b>	1 -
	2 -
	3 -
<b>Supervision of O&amp;M in DISCOM sector (having substations of 33KV and above and HT &amp; LT power distribution)</b>	1-
	2-
	3-

**Signature**

## Form 6

### Prior Experience

[Using the format below, provide information on each assignment for which your Organization was legally contracted either individually as a corporate entity or as one of the major companies, for carrying out services similar to the ones requested under this assignment.]

#### A. Prior Experience in projects/assignments (preferably similar experience) with reference to Form 5

Name of project:	
Description and nature of the project/assignments :	
Value of the project:	
Capacity of the project:	
Location of the project:	
Duration of the project:	
Name of client along with contact details	
Start date (month/year) of the contract:	
Completion date (month/year) of the contract:	
No of personnel utilised for the project:	
Value of the services provided by your firm under the contract (in Rupees)	
Description of actual services provided by your staff as part of the project:	

**Note:**

Enclose copy of the self-attested supporting documents such as work order/completion certificates/client feedback certificates as annexures to this form with respect to information furnished above.

Use separate sheets for separate experience.

Name :

Signature:

Date:

**Form 7**  
**REQUEST FOR CLARIFICATION**

<b>Bidder's Request For Clarification</b>			
Name of Organization submitting request		Name & position of person submitting request	Address of organization including phone, fax, email points of contact
			Tel: Fax: E-mail:
Sl. No.	Bidding Document Reference (Number/page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			

**Form 8**  
**Bid Security Declaration in lieu of EMD**

Date: \_\_\_\_\_

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

To

The Chairman,  
Cochin Special Economic Zone Authority,  
CSEZ Administration Building, Kakkanad,  
Kochi – 682 037.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/unilaterally modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Form 9**  
**Format for understanding the assignment**

*(on Bidder Letter Head)*

To

The Chairman,  
Cochin Special Economic Zone Authority,  
CSEZ Administration Building,  
Kakkanad, Kochi – 682 037.

**Subject: Undertaking of the Site Visit for “Operation, Maintenance and Management of Power Distribution System in Cochin Special Economic Zone, Kakkanad”**

Sir,

I/we hereby certify that I/we have examined & inspected the site and understood the proposal fully including the scope of works. I/ We are well aware about the proposal and existing utilities in Cochin SEZ, conditions prevailing at site and entire power distribution system.

I/ We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the quoted cost of the proposal.

Yours faithfully,

**Signature of the authorized representative :**  
**Name of the agency :**  
**Name and designation :**  
**Contact details (a) Communication address :**  
**(b) E-mail IDs :**  
**(b) Contact Nos :**

Date:

**Form 10**  
**FINANCIAL PROPOSAL**

(On Applicant's letter head)

(Date and Reference)

To,

The Chairman,  
Cochin Special Economic Zone Authority,  
CSEZ Administration Building,  
Kakkanad, Kochi – 682 037.

Sir,

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

1. I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal with reference to the RFP document dated ..... I/we have examined the RFP document in detail and understood the contents, and hereby submit our bid for the work mentioned in the RFP. The bid is unconditional and unqualified.
2. I/We acknowledge that CSEZA will be relying on the information provided in the bid and the documents accompanying the Bid for selection of the PMC cum O&M agency and we certify that all information provided in the bid are true and correct; nothing has been omitted which renders such information misleading.
3. The bid price has been quoted by me/us after taking into consideration all the terms and conditions stated in the NIT, 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.
4. 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 abide by the same.
5. I/We shall keep this offer as specified in the RFP.
6. I/We hereby submit our bid and offer a bid price of Rs..... per annum, excluding Goods and Services Tax (Rupees ..... in words) for undertaking the aforesaid work in accordance with the bidding documents and the agreement.
7. 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 RFP.

Encl: Annexure I



**Note:**

1. While arriving at the lump sum amount, the applicant/bidder may consider staff cost of core group of personnel as mentioned at Clause 2.4 of the bid document and short term consultants required for successful execution of the work explained in this RFP. Further, the financial proposal inter alia shall include salary and other allowances of the core group of personnel, support service cost, contingency cost and logistic cost. Bidder may refer Chapter – 4 of the Manual for Procurement of Consultants and other Services 2017 issued by the Department of Expenditure, Ministry of Finance for further clarification.
2. No further discussions/representation for non-inclusion of any of the factors stated above shall be entertained after submission of the bid documents and award of the work.

**Annexure – A**  
**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 'PMC cum O&M Agency) for operation, maintenance, management and project management consultancy services for 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 PMC cum O&M Agency shall render all necessary and efficient services which may be required to be rendered by PMC cum O&M Agency in connection with and/or for the performance of the said PMC cum O&M Agency and further guarantees that the service which shall be provided by PMC cum O&M Agency under the said agreement, shall be actually performed in accordance with terms & conditions of PMC cum O&M Agency to the satisfaction of the CSEZA.

2. We, the Bank, hereby undertake to pay CSEZA an amount not exceeding Rs. ....(Rupees .....only) 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 PMC cum 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..... (Rupees .....Only) to the CSEZA to secure due and faithful performance by PMC cum 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 PMC cum O&M Agency of any of the terms or conditions contained in the said agreement or by reason of PMC cum 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 PMC cum 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 PMC cum 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 PMC cum 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 PMC cum 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 PMC cum 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 PMC cum 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 PMC cum 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.

Date .....Day..... For ..... (Name of Bank)

In the presence of Witnesses:

Signature  
Name  
Occupation  
Address

Signature  
Name  
Occupation  
Address

Place  
Date

Place  
Date

**Annexure – B**  
**AGREEMENT PROFORMA**

(To be furnished on Rs.200/- stamp paper)

To be executed on non-judicial stamp worth Rs.200/- 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.

**AGREEMENT**

This **Agreement** is made on this ..... day of ..... 2022

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 Chairman, ....., S/o....., aged ..... years residing at .....(hereinafter referred to as the ‘CSEZA’ or ‘Procuring Entity’ 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), aged .....years, S/o..... residing at ..... (hereinafter referred to as ‘PMC cum 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 CSEZA/Procuring Entity and the PMC cum O&M Agency shall be individually referred to as “the party” and collectively as “the parties”.

WHEREAS the Procuring Entity invited RFP for selection of an agency for “operation, maintenance & management and Project Management consultancy of Power Distribution System in CSEZ” for a period of five years vide RFP Notice No. C-5/1/2021:CSEZA dated 06-09-2022 and the PMC cum O&M Agency submitted a bid for the same giving rates/amounts accepting the terms and conditions of the RFP document.

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

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

1. The bid submitted by the PMC cum O&M Agency for the scope of services/work specified in the RFP at the rates/amounts specified in consideration of all the terms and conditions in the RFP is accepted.
2. It shall be valid for a period of five years from the date of signing unless revoked earlier. Further extensions may be considered as per the provisions of RFP.

3. The PMC cum O&M Agency agrees to abide by and fulfill all the terms and provisions of all the general and special conditions of contract mentioned in the RFP, in default thereof, to forfeit and pay to the Procuring Entity, 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 & management and Project Management Consultancy of Power Distribution System in Cochin Special Economic Zone (CSEZ) for a period of five years  
Accepted contract amount: Rs.....
- b. Performance security: Rs..... (Furnished as BG No. .... dated ..... From ..... (bank), .....Br. ....)
- c. Security (EMBG): Rs..... (DD /BG No..... dated ..... from ..... (bank)

Commencement of service: within 15 days from the date of issue of LOA

Contract period: From ..... to .....

Schedule: ..... sheets

**5. RESTRICTIONS ON TRANSFER AGREEMENT:**

The PMC cum 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 the Procuring Entity.

**6. APPROVAL OF PRELIMINARY PROJECT REPORT/ROUGH COST ESTIMATE & DETAILED PROJECT REPORT (DPR)/PRELIMINARY ESTIMATE:**

The PMC cum O&M Agency and the Procuring Entity shall follow the procedure mentioned in the Standard Operating Procedure mentioned in the RFP. The PMC cum O&M Agency agrees that the responsibility for the technical feasibility and financial feasibility of the project is with the PMC cum O&M Agency. The Procuring Entity shall not be responsible for any inadequacy, defect or irregularity found in the project due to design flaws, incorrect estimates and time overrun/cost escalation of the project. The PMC cum O&M Agency shall be responsible to ensure that the detailed Civil, Structural Design & Drawings for the Project and the design loads are as per the Indian Standard Codes and shall ensure the use of standard materials and items whenever required. This agreement shall be

subject to all the applicable clauses in Chapter 2 of the Manual of Procurement of Works, 2019 and Clause E- Project Management, Cost and Time Control as given in Annexure 8 of the above Manual. Further, in case a revised estimate is required administrative approval from the Procuring Entity shall be necessarily obtained in writing.

## **7. PERFORMANCE BANK GUARANTEE:**

The selected PMC cum O&M Agency shall submit a Performance Bank Guarantee (PBG) of value of 3% of contract amount. PBG should be submitted before signing the agreement, for ensuring full compliance with agreement conditions. The initial PBG shall be valid for at least five and half years from the date of signing of this agreement (effective date) and shall be renewed from time to time till the expiry of agreement and till all outstanding dues to the Procuring Entity, 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 shall be six months more than the agreement duration. Without prejudice to its rights and any other remedy, the Procuring Entity may en-cash PBG in case of any breach of terms and conditions of this agreement or in case of any damage/loss suffered by the Procuring Entity due to failure of service on the part of the PMC cum O&M Agency.

## **8. EXECUTION OF WORK:**

- 8.1 The Procuring Entity shall provide all relevant available documents related to work for facilitating execution of works by PMC cum O&M Agency. The PMC cum O&M Agency shall deploy competent Architectural and Engineering personnel commensurate with size and nature of the work for efficient execution of works.
- 8.2 The PMC cum O&M Agency shall obtain necessary Statutory Approvals/Permission/Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Local Self Government Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/Central Environmental Authorities, Forest and Wild-life authorities etc, if any, required before the start of the Project or during/after execution of the Project & before commissioning/handing it over to the Procuring Entity. The PMC cum O&M Agency shall be responsible and liable to pay any penalty imposed raised by the above authorities due to non compliance with the above. The PMC cum O&M Agency shall be liable to compensate the Procuring Entity for any loss/damage caused by the actions taken by any authority/office/department affecting/stopping the works/project due to noncompliance with any of the statutes, rules or regulations in force.
- The PMC cum O&M Agency shall ensure payment of all taxes, duties, fees and other impositions as may be levied under the applicable law to be paid by the Contractor or the PMC cum O&M Agency. The PMC cum O&M Agency shall be responsible to ensure that any tax burden/deduction/benefit shall be incurred or availed with respect to the Project by the PMC cum O&M Agency or the Contractor. No claim shall lie against the Procuring Entity with regard to the above tax/duties/fees/impositions of any kind related to the Project.
- 8.3 The Works shall not be awarded by PMC cum O&M Agency to Contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
- 8.4 The Procuring Entity shall make the work site available free from encumbrances to PMC cum O&M Agency and the PMC cum O&M Agency shall provide necessary support in this process.
- 8.5 The PMC cum O&M Agency shall permit the Procuring Entity to inspect or monitor the works, either by the latter itself or through a Third party as and when the latter desires for assessing actual progress and quality of construction and any other aspects. The Procuring Entity or any third party engaged by him shall have the right to inspect the Project for conformity with the clauses of this agreement. The PMC cum O&M Agency shall ensure testing of the individual equipment and the complete system after installation at site. For the

purpose of taking over the goods/system supplied, an acceptance test shall be carried out by the Procuring Entity at the destination site. The installation or commissioning shall not be deemed to have been completed unless all the goods and systems are accepted by the Procuring Entity. In the event of failure of any of Project parts at the time of testing, the PMC cum O&M Agency shall be liable to remedy the defects at the earliest, in any case not later than seven days, beyond which, the PMC cum O&M Agency shall be liable to adequately compensate the Procuring Entity, the assessment/quantification of which shall be done by an accredited agency appointed by the Procuring Entity.

- 8.6 The Procuring Entity shall provide security clearance and ensure free access for PMC cum O&M Agency staff/ Employees and their workers. PMC cum O&M Agency shall provide necessary support in this process.
- 8.7 The PMC cum O&M Agency shall ensure adequate availability of men and material by their Contractors.
- 8.8 The PMC cum O&M Agency shall ensure that the Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the work sites and they also comply with all statutory obligations related to workmen deployed at the work site. The PMC cum O&M Agency will act as Principal Employer in respect of all statutory obligations related to workmen deployed at the site in execution of the work. The Procuring Entity shall not be held liable for any shortfall in the above.
- 8.9 As soon as the work is allocated, the PMC cum O&M Agency shall prepare and submit to the Procuring Entity an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work till completion with details of manpower and other input information required for the fulfillment of the timelines given therein. The PMC cum O&M Agency will provide the Procuring Entity, all the relevant details of the former's Project Team, both on-site and off-site, associated with execution of the work. The Integrated Programme Chart should, inter-alia, include descriptive note explaining sequence of the various activities, milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during the periodic Progress Review Meeting as preferred by the Procuring Entity. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
- 8.10 The PMC cum O&M Agency shall be responsible for providing Physical Progress Reports to Procuring Entity for reviewing the progress of the work vis-a vis Base Line Programme. The PMC cum O&M Agency shall take all necessary remedial actions, after taking into account the Procuring Entity's observations made in respect of quality and progress of the work during the periodic Project Review Meetings. The PMC cum O&M Agency shall ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost and shall work as per Standard Operating Procedure specified in **Annexure – C**.
- 8.11 The PMC cum O&M Agency shall also be responsible for providing to the Procuring Entity Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to the PMC cum O&M Agency by the Procuring Entity. This report shall be exclusive of routine work related to O&M works.
- 8.12 The PMC cum O&M Agency shall be responsible for total maintenance and management of all works, including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, Codes, etc. and also in accordance with relevant and extant provisions of the General Financial Rules (GFR).

## **9. WORK MANAGEMENT, COST AND TIME CONTROL:**

- 9.1 The PMC cum O&M Agency shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion. The PMC cum O&M Agency shall be obliged to adopt all measures for the successful completion of the works within Approved Cost and agreed Time period.

- 9.2 The PMC cum O&M Agency shall be responsible for managing the work from concept and design till commissioning with effectiveness and efficiency. They shall get the work completed within the period mentioned in the corresponding tender document and the Integrated Programme Chart. They shall ensure that the desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved plans & specifications and as per the terms and conditions of this agreement and mutually agreed milestones and timelines and approved cost. The PMC cum O&M Agency shall ensure due diligence and take all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses in their agreement with Contractors to this effect and also making time as the essence of this agreement. Any extension of time shall be done only after the written approval from the Procuring Entity, in the absence of which any departure from the approved timeline of the project shall entail adequate compensation to the Procuring Entity. The PMC cum O&M Agency shall also ensure clauses in their agreement/contract and established procedure with the Contractors to recover liquidated damages from their Contractors/agencies. The absence of such clauses or procedures shall not exonerate the PMC cum O&M Agency from the above mentioned liability to the Procuring Entity. The liquidated damages recovered from the contractors for delay, if any, shall be credited to the Procuring Entity in the project accounts.
- 9.3 The approved initial work cost & timeline should not exceed during the execution of the work except for reasons like revised specifications or extra work over approved estimate carried out only at the request of the Procuring Entity. In case of either increase in earlier approved cost or timeline, detailed reasons and justifications, based on verifiable facts and figures, shall have to be provided by the PMC cum O&M Agency along with comprehensive proposals for revision in earlier approved work cost & timeline. This shall be intensively examined by the Procuring Entity in consultation with the PMC cum O&M Agency. If it is convinced that this does not constitute a cost/time overrun, then the Procuring Entity shall accord approval for the above. Otherwise, the PMC cum O&M Agency shall be held liable for cost/time overrun as stated in Clause 10 below. The decision of the Procuring Entity shall be final in this regard. No additional expenditure over and above the earlier approved work cost shall be incurred by the PMC cum O&M Agency without prior approval of the Procuring Entity. Upward revisions in either cost or timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by the PMC cum O&M Agency.
- 9.4 At any time, it appears to the Procuring Entity that the actual progress of the work does not conform to the approved programme referred above and intimated to the PMC cum O&M Agency by the Procuring Entity, detailed reasons and justifications for such delays shall have to be provided by the PMC cum O&M Agency before the Procuring Entity re-schedules the programme.. If the Procuring Entity comes to a conclusion that the above is due to the fault of the PMC cum O&M Agency, the PMC cum O&M Agency shall be held liable for the above as per Clause 10 below.

## **10. COMPENSATION CLAUSE**

- 10.1 If the intended completion date as per the Integrated Programme Chart or as agreed by the PMC cum O&M Agency, is breached due to the delay owed to the error/omission/mistake from the part of the Contractor or the PMC cum O&M Agency, then, without prejudice to any other right or remedy available under the law to the Procuring Entity on account of such breach, the Procuring Entity shall be entitled to recover or the PMC cum O&M Agency shall be liable to pay to the Procuring Entity /ensure recovery from the Contractor as compensation/ Liquidated damages a sum equivalent to 0.5% of the value of the work for each week of delay or part thereof for a period up to 10 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 10 weeks of delay, subject to a maximum of 10% of the Contract Value. The PMC cum O&M Agency acknowledges that the said amount represents reasonable compensation



as it is difficult to prove the quantum of damages that is suffered by the Procuring Entity. However, in case of delay due to reasons beyond the control of the PMC cum O&M Agency, suitable extension of time, in writing, shall be granted.

- 10.2 Non-adherence to Service Level Agreement (SLA), which the Procuring Entity has committed to consumer/client: In case the Procuring Entity is required to pay to consumer/client on account of non-adherence to SLA and it is found that this is due to the fault/failure on the part of PMC cum O&M Agency, the Procuring Entity shall have the right to deduct an amount at actuals from the outstanding payments due from the Procuring Entity to the PMC cum O&M Agency's or the latter's PBG/security deposit.
- 10.3 Without prejudice to its rights and any other remedy, the Procuring Entity may en-cash Performance Bank Guarantee, by not less than thirty days' written notice of the same, after the occurrence of any of the events specified in paragraphs below:
- a. any loss/damage suffered by the Procuring Entity due to failure of service on the part of the PMC cum O&M Agency;
  - b. If the PMC cum O&M Agency does not remedy a failure in the performance of its obligations under this agreement, within thirty days of receipt after being notified or within such further period as the Procuring Entity may have subsequently approved in writing;
  - c. If the PMC cum O&M Agency becomes insolvent or bankrupt;
  - d. If the PMC cum O&M Agency, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing this agreement. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in the agreement execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of an agreement to the detriment of the Procuring Entity, and includes collusive practice involving the PMC cum O&M Agency.
  - e. If the PMC cum O&M Agency does not extend all reasonable facilities or does not endeavour to remove the breach/violations (or the cause) of every type when regular monitoring or an inquiry (on complaints) by the Procuring Entity reveals a breach/non-fulfillment of the terms and conditions of this agreement by the PMC cum O&M Agency.
  - f. any breach of terms and conditions of this agreement by the PMC cum O&M Agency or if the Procuring Entity, after arriving at a conclusion that the PMC cum O&M Agency has performed contrary to the terms and conditions of this agreement, decides to terminate this agreement.

## **11. ERROR/VARIATION/DEVIATION:**

In case any error/variation/deviation happens/detected in the Estimates prepared/Work executed in CSEZ through the PMC cum O&M Agency and if such error/variation/deviation is found by the Procuring Entity to be the result of negligence or lack of due diligence on the part of the PMC cum O&M Agency or the Contractor, then the Procuring Entity shall have the right to quantify the consequential damages thereof either by the officers of CSEZ/ through an independent person or agency. The said damages shall be recovered from the PMC cum O&M Agency or set off from the payments due from the Procuring Entity to them. However, the above shall be subject to the justifications for such error/variation/deviation to the satisfaction of the Procuring Entity.

## **12. CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY:**

- 12.1 Subject to conditions contained in this Agreement, the PMC cum O&M Agency shall take all necessary steps to safeguard the privacy and confidentiality of any information about the

Procuring Entity 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:

(a) No person acting on behalf of the PMC cum O&M Agency or the PMC cum 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 Estate and IWMS.

(b) No person seeks or obtains such information other than is necessary, for the purpose of commissioning of any project in relation to Estate and IWMS.

Provided, the above para shall not apply where the Procuring Entity 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.

(c) The PMC cum O&M Agency itself and any person(s) acting on its behalf observe confidentiality of the Procuring Entity/consumer information.

(d) The PMC cum O&M Agency, prior to commencement of this agreement, confirms in writing to the Procuring Entity that the PMC cum O&M Agency has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.

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

12.3 Intellectual Property: The intellectual property rights of any solution/software offered to and implemented by the Procuring Entity 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 PMC cum O&M Agency, for the Procuring Entity or provided to the PMC cum O&M Agency by the Procuring Entity shall be the exclusive property of the Procuring Entity and shall be kept confidential.

12.4 The PMC cum 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 the Procuring Entity in the performance of the Agreement.

12.5 The PMC cum O&M 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 the Procuring Entity shall remain the property of the Procuring Entity except with the written consent.

12.6 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.

## **13. INDEMNIFICATION**

13.1 The PMC cum O&M Agency agrees to protect, defend, indemnify and hold harmless the Procuring Entity and its employees, officers, 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 PMC cum O&M Agency or the Contractor

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

13.2 The PMC cum 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 the Procuring Entity in this regard.
- 13.3 The employees of the PMC cum O&M Agency or the Contractor shall have no right for employment either with the Procuring Entity during the pendency of the agreement or after, or with PMC cum O&M Agency. The personnel employed by the PMC cum O&M Agency or the Contractor shall at all times be their employees and all statutory dues to and obligations and liabilities in respect of such employees shall be promptly paid and discharged by them. Notwithstanding their responsibility to comply with any directions or instructions given by the Procuring Entity, the personnel employed by the PMC cum O&M Agency or the Contractor, will not, for any purposes whatsoever, be treated or deemed to be employees of Procuring Entity or have any claim or right whatsoever for employment with the Procuring Entity and the Procuring Entity 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. The PMC cum O&M Agency shall include appropriate clauses in this regard, in their agreement with Contractor. The Procuring Entity shall not be made a party in any dispute between PMC cum O&M Agency and the contractors or sub-contractors.
- 13.4 The above indemnification clause shall survive the termination or expiry of this Agreement.

## **14. DISPUTES WITH CONTRACTORS, ENQUIRIES AND QUERIES**

- 14.1 The PMC cum O&M Agency shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in a hassle free environment.
- 14.2 The PMC cum O&M Agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to the Procuring Entity. Providing all work related information promptly to the Procuring Entity for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
- 14.3 The PMC cum O&M Agency shall award the work and enter into an agreement with Contractor/agency. The PMC cum O&M Agency shall ensure that the Project shall be in compliance with the (1) terms and conditions mentioned in the agreement signed by the PMC cum O&M Agency with the Contractor and (2) contents of the Documents considered as part of the said agreement. In the event of a conflict between the clauses in the agreement with Contractor/agency and those in this agreement, the clauses in this agreement shall override the clauses of the former. Also, in the event of any damage, loss or deficiency arising out of the breach of the above (1) or (2) by the parties therein, it shall be the responsibility and liability of the PMC cum O&M Agency to make proportionate recovery and compensation to the Procuring Entity for such damage, loss or deficiency.

## **15. PAYMENTS**

- 15.1 The PMC cum O&M Agency shall submit the bills of previous month at the beginning of subsequent month and payment will be made within 30 (thirty) days of receipt by the Procuring Entity of duly completed bills with necessary particulars. All the applicable taxes and duties will be deducted from the bills. The above payment against the bills shall be without prejudice to the Scope of Work/duty of the PMC cum O&M Agency to provide uninterrupted services to the Procuring Entity.
- 15.2 All payments under this Agreement shall be made to the account of the PMC cum O&M Agency as may be notified to the Procuring Entity by the PMC cum O&M Agency.
- 15.3 The PMC cum O&M Agency shall make arrangement for the payment to contractors/firms/agencies who had carried out the work for the Procuring Entity within 30 days from the date of receipt of payments from the Procuring Entity.

- 15.4 The PMC cum O&M Agency shall intimate the Procuring Entity about any excess expenditure likely to be incurred over and above the approved Projected Cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from the Procuring Entity before continuing/ incurring the extra/ additional expenditure.
- 15.5 The PMC cum O&M Agency shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to the Procuring Entity and also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to work after the completion of the work. In addition, should 'Procuring Entity' ask for any other details PMC cum O&M Agency regarding Utilization of Fund at any stage, detailed estimates, technical sanctions, award of works, running bills etc., the same shall be provided by PMC cum O&M Agency readily.
- 15.6 The PMC cum O&M Agency shall intimate the Procuring Entity about any excess expenditure likely to be incurred over and above the approved projected cost and also about possibility of time overruns, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from the Procuring Entity before continuing/ incurring the extra/ additional expenditure. The Procuring Entity shall have the discretion to grant/deny such approvals.
- 15.7 The payment of the final bill submitted by the PMC cum O&M Agency shall be made only after the return of the unspent balance amount (or outstanding advance) by the PMC cum O&M Agency to the Procuring Entity.

## **16 COMPLETION & HANDING OVER OF COMPLETED WORK AND FACILITIES**

- 16.1 The PMC cum O&M Agency shall obtain all certificates & clearances for completed work and facilities before handing over the same to the Procuring Entity for putting them to functional use. The payment of the final bill to the PMC cum O&M Agency shall be subject to this clause.
- 16.2 The PMC cum O&M Agency shall hand over to the Procuring Entity or its authorized representative completed work including all services and facilities constructed in accordance with the approved plans, specifications fulfilling all techno-functional requirements agreed with 'Procuring Entity' along with inventory, as built-drawings, maintenance manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- 16.3 On completion of the work, a Project Completion Report (PCR) shall be submitted by PMC cum O&M Agency duly bringing out the final project completion cost, total time period taken to complete the work and also completed project components as against the approved cost, time and project components. The PCR shall be submitted along with final project accounts to the 'Procuring Entity' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by PMC cum O&M Agency. The PMC cum O&M Agency shall handover all the software, hardware licenses, codes, passwords of any computer system if any which is operated in connection with the Project at the time of completion of the same. The PMC cum O&M Agency shall submit 3 Sets of the final as-built/as-commissioned/approved drawings and also manual of operation and maintenance at the time of handing over of the assets to the Procuring Entity.
- 16.4 The PMC cum O&M Agency shall carry out Final Inspection of the Project together with the Contractor and the representatives of the Procuring Entity and prepare and issue the Defects Liability Certificate and the Final Payment Certificate.

## **17 LIABILITY:**

Except as provided in this agreement, herein before, the procuring entity shall not be liable to the PMC cum 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.

## **18 SUSPENSION, REVOCATION OR TERMINATION OF AGREEMENT**

- 18.1 The Procuring Entity 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, the Procuring Entity 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 the Procuring Entity.
- 18.2 The Procuring Entity 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 PMC cum O&M Agency at its registered office, terminate / or suspend this agreement under any of the following circumstances:
1. The PMC cum O&M Agency failing to perform any obligation(s) under the agreement.
  2. The PMC cum O&M Agency failing to rectify, within the time prescribed, any defect as may be pointed out by the Procuring Entity.
  3. Non-adherence to undertakings which the Procuring Entity has committed to consumer/clients.
  4. The PMC cum O&M Agency going into liquidation or ordered to be wound up by competent authority.
  5. any loss/damage suffered by the Procuring Entity due to failure of service on the part of the PMC cum O&M Agency.
  6. If the PMC cum O&M Agency, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing this agreement. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in the agreement execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of an agreement to the detriment of the Procuring Entity, and includes collusive practice involving the PMC cum O&M Agency.
- 18.3 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.
- 18.4 If the PMC cum 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 the Procuring Entity in writing. In that case, the written notice period can be reduced by the Procuring Entity as deemed fit under the circumstances. The Procuring Entity 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.
- 18.5 It shall be the responsibility of the PMC cum 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 the risk and consequence of PMC cum O&M Agency and Performance Bank Guarantee shall be forfeited, without any further notice.

18.6 Whenever breach of non-fulfillment of agreement conditions may come to the notice of the Procuring Entity through complaints or as a result of the regular monitoring, wherever considered appropriate the Procuring Entity 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 PMC cum O&M Agency or not. The PMC cum O&M Agency shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry and in the event of not doing so, the agreement between the parties shall be terminated and Performance Bank Guarantee shall be forfeited, without any further notice.

## **19 ACTIONS PURSUANT TO TERMINATION OF AGREEMENT:**

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- a) The PMC cum O&M Agency shall not represent the Procuring Entity in any of its dealings.
- b) The PMC cum 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 Procuring Entity's PMC cum O&M Agency.
- 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.

## **20 DISPUTE SETTLEMENT**

20.1 In case bidder is a CPSE:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement between the parties shall be taken up by either party for resolution through AMRD as mentioned in Department of Legal Affairs OM No. 334774/DoLA/AMRD/2019 dated 31-03-2020.

20.2 In case of others:

20.2.1 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.

20.2.2 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.

20.2.3 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.

## **21 DEFECT LIABILITY/ WARRANTY/ GUARANTEE:**

- 21.1 The PMC cum O&M Agency shall ensure that the contract between them and the Contractor contain clauses regarding defect liability/ warrant/ guarantee on the structural and other components and overall workmanship of the project and these shall be warranted against any manufacturing/design/Installation defects for two years from the date of commissioning of the project or as prescribed in the GFR/manual of Procurement of Works, 2019/Govt. Orders/Notifications). The mechanical structures, electrical systems used in the Project shall be warranted for their optimum output. All equipment and accessories of the Project shall generally comply with relevant ISO specifications of latest issue. The PMC cum O&M Agency shall supervise and shall be liable for rectifying any design, manufacturing, supply, and installation defects during the defect liability period.
- Notwithstanding any existence or non-existence of any such clauses/ contract between the PMC cum O&M Agency and the Contractor to ensure the latter's responsibilities and obligations during the defect liability period, the PMC cum O&M Agency shall be responsible and liable to rectify and cure any defect of the Project that may arise during the defect liability period. If such above rectification is not done by the PMC cum O&M Agency, the Procuring Entity shall have the right to rectify the defect during the defect liability period and recover the expenses/cost incurred in such instance, along with compensation, if any.
- 21.2 The PMC cum O&M Agency shall ensure that the goods supplied for the Project shall be fully insured by the Contractor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The PMC cum O&M Agency shall also ensure that full technical particulars, catalogue etc. complete with all the certificates from recognized test house and other data if any is to be submitted to the Procuring Entity.

## **22 FORCE MAJEURE**

The failure of a Party to fulfill any of its obligations under this agreement shall not be considered to be a breach of, or default under this agreement , insofar as such inability arises from an event of Force Majeure (an event which is beyond the reasonable control of a party(s) including wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.), provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other party as soon as possible about the occurrence of such an event. For the purposes of this agreement, in the event of Force Majeure the responsibilities, liabilities and rights of the parties herein would be modified to the extent of Force Majeure.

## **23 MISCELLANEOUS**

- 23.1 The PMC cum O&M Agency shall sign a separate agreement (distinct and different from this agreement) for the execution of work of any nature/amount/duration, if the Procuring Entity is of the opinion that such an agreement is required to be signed. The discretion of the Procuring Entity shall be final in this regard. This clause shall override any other clause in this agreement.
- 23.2 The clauses in this agreement shall operate without prejudice to the right of the Procuring Entity to engage or hire any third party agency/individual to execute the work of any nature/amount/duration.
- 23.3 In carrying out its duties and obligations hereunder, the PMC cum O&M Agency and the personnel employed by it, shall comply with such instructions and directions as may be issued by the Procuring Entity and its concerned officers from time to time, provided that, no such instructions or directions shall be contrary to any of the provisions herein contained, unless both parties have agreed thereto and provided further that, no such instructions or

- directions shall absolve the PMC cum O&M Agency from any liabilities otherwise incurred by it hereunder.
- 23.4 The parties agree that a variation in the contract amount (through an amendment to this agreement) shall be made if there are additions/deletions/changes (in designation and qualifications) of the core staff/manpower required to be deployed by the PMC cum O&M Agency during the contract period as specified in 6.4 of the RFP. Additions or reductions in manpower or replacement of a personnel in one area of expertise with another one may be done at the discretion of the Procuring Entity, depending upon the changes in the scope of work during the contract period. Variation in contract amounts in case of above additions/reduction/replacement shall be worked between the parties based on similar remunerations paid to an employee of similar designation/qualification in any PSE comparable to the successful bidder.
- 23.5 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 Procuring Entity, the PMC cum O&M Agency may represent the Procuring Entity.
- 23.6 The PMC cum O&M Agency shall organize and carry out the supervision of the construction and other allied works of the project to ensure successful implementation of the Project and shall act as the authorized representative of the Procuring Entity and shall ensure proper quality of the Project. The PMC cum O&M Agency shall prepare the bills of quantities, certify the bills of contractor and facilitate timely payment to the contractor. The PMC cum O&M Agency shall act as the authorized representatives of the Procuring Entity for the supervision of supply, erection, testing, trial run and commissioning of all equipment required for the Project.
- 23.7 Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
- 23.8 No amendment in Terms & Conditions of the Agreement shall be valid and effective unless it is in writing and duly signed by authorized representatives of the Procuring Entity and PMC cum O&M Agency. Each party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.
- 23.9 Provisions in Manuals or Codes followed by PMC cum O&M Agency shall stand modified to the extent of the stipulations made in this Agreement for execution of works by PMC cum O&M Agency.
- 23.10 All communication/correspondences pertaining to this contract shall be in English language. This agreement and all questions arising there from shall be interpreted and governed in accordance with the applicable laws in India. The contractual rights and obligations covered under this agreement shall not be assigned by either party without obtaining in advance the written consent of the other party hereto.
- 23.11 This agreement shall be subject to changes in policies of Government of India/Kerala or any of the statutes related to the Project.
- 23.12 This agreement constitutes the entire document and all previous correspondence, record notes and other documents shall stand superseded by the terms and conditions of this agreement. However, it is specifically understood that the previous correspondence, record notes and other documents shall be relevant for the limited purpose of any interpretation or applicability of any of the terms in this agreement in case of any dispute.
- 23.13 The PMC cum O&M Agency shall depute and make always available a permanent employee in the rolls (as a liaison officer) for any transaction / communication / negotiation (verbal or written) with the Procuring Entity. No contract/temporary staff or consultants shall be appointed / authorized as a liaison officer for the above purpose.



IN WITNESS WHEREOF ON BEHALF OF THE PMC CUM 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 PMC cum 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:

**ANNEXURE – C**  
**STANDARD OPERATING PROCEDURE**

1. **Perspective planning for works:** The PMC cum O&M Agency shall prepare a perspective plan for undertaking different types of works that can be carried out in a year and shall submit to the Procuring Entity for consideration and approval.
2. **Preparation of preliminary project report (PPR) or rough cost estimate:** The PMC cum O&M Agency shall prepare a preliminary project report (PPR) or Rough Cost Estimate (RCE) based on the land, site details, functional and other special requirements, features and broad specifications, layout plans, etc. with technical details/documents mentioned below and shall submit it to the Procuring Entity. Based on PPR or RCE, the Procuring Entity shall grant in principle approval indicating approval of the concept and scope of the project at the rough cost assessed.  
The preliminary project report shall provide the following details:
  - i) Background of the work/project justifying the need for the work;
  - ii) Details of scope of the work;
  - iii) Exclusions (if any) – This will cover part of the work, which is not included in this particular work estimate;
  - iv) Availability of auxiliary services – like roads, power, water, solid & liquid waste disposal system, etc.
  - v) Reference to concept plans/preliminary drawings, if any and their acceptance – This shall indicate the details of concept plans/preliminary drawings prepared and their approval by the requisitioning authority;
  - vi) The preliminary project report shall also contain alternative technological options.
  - vii) Rough Cost Estimate: The rough cost estimate shall be prepared on the basis of prevailing Plinth Area Rates (or any other reliable basis) without preparation of drawings to enable the Procuring Entity to accord in principle approval;
  - viii) If relevant, cost benefit analysis of the work, including evaluation of options for cost sharing/ recovery (user charges) for infrastructure/services. Principles of Life Cycle Cost may also be considered, to the extent feasible;
  - ix) Any other relevant documents.
3. **Acceptance of necessity and issue of in-principle approval:** The Procuring Entity shall approve the work considering the necessity of the work and its scope on the basis of PPR or Rough Cost Estimate.
4. **Preparation of Detailed Project Report (DPR)/Preliminary Estimates (PE):** On receipt of in-principle approval of the work, the PMC cum O&M Agency shall finalize the Detailed Project Report giving reference to the documents mentioned below.
  - i) Reference to concept plan/preliminary drawings and their acceptance – This shall indicate the details of concept plan/preliminary drawings prepared and their approval by the requisitioning authority;
  - ii) Details of scope of the project indicating clearly the list of Engineering Services (Mechanical/ Electrical/ Plumbing) as well as Operation and Maintenance included or not included in the DPR/PE;
  - iii) Preliminary estimated cost – This will also include the expected escalation for the period of completion of the project and also charges to be paid to the PMC cum O&M Agency. Cash flow projection should show stage-wise requirement. While designing the projects etc, if and to the extent possible, principles of Life Cycle Cost may also be considered.
  - iv) Time of the completion – This will consist of two parts, one for pre- construction activity till award of the work and the other one for the execution;
  - v) List of Approval of Statutory Bodies required;
  - vi) Systems to be adopted for project monitoring;

- vii) Works accounting system;
- viii) Quality assurance system/ mechanism;
- ix) Bidding Systems - Single, two parts, pre-qualification, Post- qualification.

Proper field surveys and investigations of ground conditions are critical in preparation of a reliable DPR. Providing scientifically valid data to bidders will depend on the quality of the investigations done by the PMC cum O&M Agency. Therefore, **the PMC cum O&M Agency should have a qualified team of engineers with experience for carrying out DPR studies.** The PMC cum O&M Agency should offer technology options at the early stage of preparation of the DPR, so that a cost efficient choice may be made using principles of Life Cycle Costing. In case the deviations between actual ground situation and the situation recorded in such DPR results in significant cost and time over-runs, the PMC cum O&M Agency, while doing valuation of variations must bring to the Procuring Entity's notice the reach-wise differences and the Procuring Entity may consider taking stringent action against the Agency who has prepared such DPRs, including **debarment from future consultancy contracts**, after following due procedure.

Non - DSR Items shall be incorporated in the Detailed Estimates only when these are not either readily available in DSR. Detailed reasons and justifications for including Non-DSR Items shall have to be furnished by the PMC cum O&M Agency.

For repair works, which cannot be considered as original work, costing upto Rs.30.00 lakh, preparation of DPR and PE may be dispensed with, since repair work does not need detailed designing. Sanction may be accorded by the Procuring Entity based on PPR itself.

- 5. Administrative Approval and Expenditure Sanction (A/A and E/S):** Administrative approval and expenditure sanction (A/A and E/S) will be accorded to the execution of work by the Procuring Entity after due examination of DPR and PE. The sanction order shall contain scope of work, estimated cost and time schedule for completion of work.

On receipt of the A/A and E/S, the PMC cum O&M Agency shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by CPWD.

- 6. Reference documents used in preparation of estimates:** The PMC cum O&M Agency should be able to specify the reference documents relied on for the preparation of estimates and during execution of work.

#### **Procedure for execution of works**

The broad procedure to be followed for execution of works shall be as under:-

- (i) The procedures and the principles underlying the financial and accounting rules prescribed for similar works carried out by the Central Public Works Department (CPWD) shall be followed.
- (ii) Preparation of detailed design and estimates shall precede any sanction for works;
- (iii) No work shall be undertaken before issue of administrative approval and expenditure sanction by the Procuring Entity on the basis of estimates framed, except in emergency cases as figured out in the RFP.
- (iv) Tenders may be called for works based on the value of work as specified in the relevant manuals.
- (v) Execution of contract agreement or award of work should be done before commencement of the work;

- (vi) Final payment for work shall be made only on the Personal Certificate of the Officer-in-Charge of execution of the work in the format given below:  
“I, ..... executing officer of ..... (*Name of the work*), am personally satisfied that the work has been executed as per the specifications laid down in the Contract Agreement and the workmanship is up to the standards followed in the industry.”
- (vii) All the maintenance works should be completed at the shortest span of time.

**ANNEXURE – D**  
**PERFORMANCE STANDARDS**

Normal timeline in execution of work shall be as follows except in special circumstances:

S No	Item of Work	Time line/ periodicity
1	Processing of new service connection, disconnection, increase/decrease in contract demand/ connected load etc	As per Kerala Electricity Supply Code
2	Switch gear/ equipment Fault rectification, fuse failure, cable fault, meter fault repair etc	As per KSERC Standards of Performance Regulations
3	Submitting periodic returns to KSERC	As per KSERC Standards of Performance Regulations
4	Filing ARR & ERC documents and Truing up Petitions to KSERC	As per KSERC tariff Determination Regulations
5	Filing returns to BEE	As per BEE Regulations
6	Filing periodic returns to ANERT regarding Solar Energy/ renewable energy generation	Quarterly
7	Filing periodic returns to CEA regarding solar / renewable generation as well as Metering Status	Monthly
8	Report Electricity statistics to CEA as per prescribed proforma	Yearly
9	Inspection of Power transformers, cooling fans, OLTC, substation yard equipments, oil level and oil temperature , circuit breakers, isolators, CTs, PTs and metering, silica gel, etc	Daily
10	Distribution transformers & RMU- inspection for oil leak, oil level, oil temperature etc	Weekly
11	Solar panels cleaning	Weekly
12	Cleaning and Up keep, grass cutting of yard , RMU premises etc.	Once in a month.
13	Trial running of DG Sets	Once in a week
14	Planned preventive maintenance of RMUs/ distribution Transformers and associated LT panels	yearly
15	Shut down maintenance of Substation yard equipments and substation panels	Yearly.
16	Replacement of cartridges of Fire extinguishers	yearly
17	Oil filtration and replacement of transformers	Once in Two years
18	Protective relay testing	Once in Two years
19	Testing and calibration of CSEZ test lab equipments / CTs / PTs and meters	As per CEA Metering Regulations and KSERC Regulations.
20	DG Set maintenance	Yearly
21	Lighting System inspection	Daily
22	Monitoring modems, meters and communication system for proper functioning	Daily
23	Inspection of meters and meter sealing for checking meter tampering, unauthorized usage or theft	Once in three months

*Note: The above list is not exhaustive in nature.*

**ANNEXURE – E**  
**Detailed listing and description of the Power Distribution System**

CSEZA receives bulk power supply at 110 KV Voltage from KSEB substation in Kalamassery through double circuit transmission system, CSEZA has its own 110 kV/11 KV substation to step down the voltage to 11 KV using 2 Nos 12.5 MVA 110 KV power transformers. 11 KV power is distributed to different location of the zone through underground cables and 11 kV ring main units to feed to 11 KV consumers and also to feed 11 kV/ 433 Volt distribution transformers to feed Lt consumers.

List of major equipment is given below:

**110 /11 KV substation**

- 110 KV substation yard  
2nos 110/11 kV 10/12.5 MVA power transformers complete with associated Circuit breakers, isolators, Current transformers, Potential transformers, Metering system, Lightning arrestors and protection system, 11 KV underground cables, etc complete.
- 11 KV indoor substation complete with 11 KV panels with VCBs, Battery and Charging system, inverter for critical supply, DC supply system for controls and protection, 110 KV feeder control panels, tap changer control panels, transformer cooling fan panels, 11 KV Power capacitors, LT panels, etc complete.

**11 kV Distribution System**

- 11 kV underground cabling system – 12.925 circuit Km
- 11 KV Ring Main - 3 rings
- 11 KV RMU s- Total 17 nos( Ring 1-6 nos, Ring 2-5 Nos and Ring 3-6 Nos)
- 11 KV HT panel in SDF No 16- 1 No HT panel with one incomer and 5 Nos outgoing feeders.
- 11 kV direct feeders to major consumers like WFB Baird, Carborandum Universal, Muthoot Technopolis and SFO Technologies.

**11kV/ 433 Volt Distribution Transformers and associated LT panels**

Total 18 Nos distribution transformers comprising of

- 2nos 1250 KVA in SDF 17
- 1 No 1250 kVA in SDF 43
- 1 No 800 KVA for Solar Power plant
- 1 No 630 kVA in Plot No. 30 building
- 5 Nos 500 KVA- 3 nos in Rings, 1 no in WTP and 1 No in Ware house.
- 3 Nos 400 KVA- 2 Nos in SDF 16 and One no in 110/11 KV substation for Auxiliary supply
- 2 Nos 1250 KVA in the new SDF Building( SDF3)
- 1 No 250 KVA in the new SDF Building( SDF3)
- 1 No 500 KVA in Admin Building.
- 1 No 500 KVA in ZLD project.

**LT cabling**

Comprising of 10.742 Km LT under ground cabling from distributions transformers to LT panels / from Lt panels to consumer premises.

**CSEZ Electrical lab**

Consisting of CT PT test equipment and meter testing system located in SDF 16

**Solar PV plants**

- 636 kW grid connected solar PV plants installed in SDF 16, 17 and 43
- 653 kW grid connected solar plants in Ground mounted and Ware house roof mounted.

**DG Sets**

- 1 No 1 KVA single phase and one No 5 KVA ,3 phase in 110 KV Substation

No of consumers and associated metering system

As on date ,there are 166 Nos total consumers and associated metering system

- 28 Nos HT industrial consumers
- 1 No HT Agricultural consumer
- 96 Nos LT industrial consumers
- 1 No public Lighting ( street lighting) consumer
- 14 Nos LT commercial consumers
- 26 Nos LT other categories including temporary construction purpose

Note : Bidders shall visit site and familiarize themselves with the existing infrastructure of Power Distribution System to understand the nature and scope of work.