



**COCHIN SPECIAL ECONOMIC ZONE AUTHORITY**

Government of India,  
Ministry of Commerce and Industry  
CSEZ Administration Building  
Cochin Special Economic Zone  
Kakkanad – 682 037  
TeleNo.0484-2413111.

**REQUEST FOR PROPOSAL**

**FOR**

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

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No.C-5/1/2021:CSEZA dated the 22<sup>nd</sup> January 2024

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(Please check that all the 73 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 & MANAGEMENTCONSULTANCY SERVICES FOR 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 Sector Enterprises/Public Works Organisations registered in India for providing Operation, Maintenance & Management Consultancy (OMMC) services of planning, design, DPR preparation, bid process assistance, supervision & monitoring services for operation & maintenance of Power Distribution System within Cochin Special Economic Zone (CSEZ). The applicant shall also be responsible for advising and providing services in 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 06-02-2024 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
- OMMC : Operation, Maintenance & 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 and all other connected assets. Detailed listing and description of the Power Distribution System is given in **Annexure- C**.
- **Operation, Maintenance & Management Consultant (OMMC)**: The agency/firm which shall provide all Operation, Maintenance & Management Consultancy Services, employing the required staff as specified in Clause 2.4 in this RFP and additional staff as may be required. OMMC is the agency to whom Letter of Award of Work for OMMC services is issued and with whom an agreement as given in **Annexure –B** of this RFP is signed by CSEZA.
- **Operation, Maintenance & Management Consultancy Services**: involve providing all technical assistance as mentioned in Clauses 2.1 and 2.2 ensuring compliance with Clause 2.3 of this RFP, but not limited to planning, design, DPR preparation, bid process assistance, supervision & monitoring services for construction, operation, maintenance & management of Power Distribution facilities, processes and systems in CSEZ. It also includes feasibility studies, project management, engineering services, finance, accounting and taxation services, training and development, expert or strategic advice in connection with the PDS in CSEZ. Further, the agency shall engage specialized teams to handle extraordinary situations and shall undertake small works or supply of goods or other services which are incidental or consequential to the services. As part of the bid process assistance, OMMC shall give all technical assistance to CSEZA, who shall invite tenders and engage contractors for undertaking the works connected with the regular operations, repairs, maintenance and management of PDS of CSEZ.
- **“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 mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants of PDS and also includes all civil works undertaken with respect to roads, buildings, irrigation systems, water supply, sewerage facilities and earthworks; and so on, which are connected/incidental to Operation, Maintenance & Management of PDS..

Project/Original Works means all new constructions, site preparation, additions and alterations to existing works. Works means works executed after the administrative approval by the procuring Authority and after the Technical sanction done/ accorded by the OMMC.

- **O&M Works:** Operation and maintenance works of assets associated with PDS carried out through Contractors by CSEZA. It includes all works except Project/Original Works
- **Contractors:** Persons/Firms hired by CSEZA through tender process for carrying out the O&M works of PDS.
- **Successful Bidder:** Bidder whose proposal is accepted after negotiations and to whom Letter of Award of Work for OMMC services is issued.
- **OMMC Fee/Contract amount:** The O&M fee/Contract amount is the amount per annum arrived at by both the successful bidder and Procuring entity after the negotiation stage, if any, referred to in this RFP.
- **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 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).

## SECTION – II

### NOTICE

#### Request for Proposal

No.C-5/1/2021:CSEZA dated 22-01-2024

Subject : **Notice for calling Request for Proposal for selection of an agency for providing operation, maintenance & management consultancy (OMMC) services for power distribution system within Cochin Special Economic Zone 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 Operation, Maintenance & Management Consultancy (OMMC) services for planning, design, DPR preparation, bid process assistance, supervision & monitoring services for construction , operation & maintenance of PDS in CSEZ, covering the scope of services specified/detailed herein in this RFP.

1.	Name of work	Operation, Maintenance & Management Consultancy (OMMC) services for <b>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	Three years
6.	Pre-bid meeting	30-01-2024 at 11.00 hours.
7.	Last date & time for submission of Technical and Financial bid	06-02-2024 at 15.00 hours.
8.	Date, time and address for submission of EMD etc., as detailed in RFP	06-02-2024 upto 15.00 hours in the office of Chairman, Cochin SEZ Authority, CSEZ Administration Building, Kakkanad, Kochi – 682 037.
9.	Opening of qualification cum technical bid	06-02-2024 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 has been completed. 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 rendering Operation, Maintenance & Management Consultancy (OMMC) services for planning, design, DPR preparation, bid process assistance, supervision & monitoring services for construction, operation, maintenance & management of power distribution system (PDS) in CSEZ. The applicant shall thus be responsible for enhancing the services/functionality of the power distribution system.

The OMMC services 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 rendering of OMMC services for PDS. 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.**

The 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 undertake Operation, Maintenance & Management of the PDS in an efficient manner.

The successful bidder agency should enter into an agreement with CSEZA for rendering of OMMC services for power distribution.

## 2. Scope of Work of OMMC

The selected agency/firm shall render OMMC services for CSEZA in the works related to PDS of CSEZ employing the required staff as specified in Clause 2.4. The selected agency/firm shall render technical assistance and financial advisory services to CSEZA for inviting tenders and engaging contractors for undertaking the works connected with the operations, repairs, maintenance and management of PDS of CSEZ. They shall also supervise and ensure that the works carried out by such contractors is as per specifications and certify for payment after assessment of such works. 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**. The Consultancy firm must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, OMMC are encouraged to pay a visit to the Client before submitting a proposal and to attend a pre-bid meeting if one is specified so in the required format.

Generally, works in CSEZ could be Original/Repair. While the contract amount shall be paid as twelve equal amounts of the contract amount for the OMMC services for the entire O&M works, the OMMC shall provide CSEZA consultancy services like expert or strategic advice, feasibility studies, engineering 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 OMMC and shall also give all technical/engineering advice to CSEZA. CSEZA expects consultants to provide professional, objective and impartial advice and at all times hold CSEZA's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the CSEZA.

2.1. The Scope of Work detailed below pertains to the functions/services to be undertaken/managed by the successful bidder particularly focusing on smooth functioning of systems in place and especially supervise, monitor, assess, verify bills submitted by the contractors engaged by CSEZA and certify both the works carried out and Bills submitted by contractors. This scope of work includes all the Clauses relating to work in General Conditions of Contract in Clause 5. It also includes contents of ANNEXURE – C and ANNEXURE – D.

1. Render OMMC services for the Operation, maintenance & management connected with the components mentioned in ANNEXURE – E and shall particularly include (but not limited to):
  - 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. Ensuring maintenance of 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, rendering technical assistance and financial advisory services in e-tendering, Tender evaluation & awarding of O&M work to the Contractors engaged by CSEZA
9. Preparation of draft orders/agreements relating to purchase, work hire and hire purchase.
10. Render technical assistance and financial advisory services to CSEZA in the procurement of essential materials required for O&M works.
11. Quality assurance and quality control.
12. Rendering technical assistance and financial advisory services in procurement, installation and commissioning of required components of new network, and maintenance thereof.
13. Monitoring of pre-paid energy management system and render technical assistance and financial advisory services in maintenance of software for pre-paid energy management system for smooth functioning of the system.
14. Plan, propose, design, render technical assistance and financial advisory services in tendering and implementation, 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. Preparation and Certification of reports for submission before BEE, KSERC and other statutory/regulatory agencies and represent CSEZA before such authorities/agencies.
16. Actively monitor regulatory changes relevant to power distribution system and apprise CSEZA on such matters and ensure compliance. It should also cover futuristic technological requirements.
17. Ensuring accuracy in energy sale and purchase and smooth data connectivity between consumers' meters and the server.
18. Ensure Software upgrades for the data networking components such as routers, switches, etc., if any, on a minimum cost basis.
19. Supervision of maintenance, support services and rendering technical assistance and financial advisory services in the execution of annual maintenance contract, etc. in respect of equipment and software supplied by the vendors to CSEZA.
20. Processing of various power supply related applications received from various categories of consumers in the licensing area of CSEZA.
21. Testing and preparation of reports of power supply metering equipments provided by the consumers and/or purchased by CSEZA.
22. Providing indicative technical specification for consumers' end power supply metering and related equipments.
23. Render OMMC services for Operation, maintenance, monitoring and management of Solar Photovoltaic System (SPV) installed in CSEZ.
24. Render technical assistance and financial advisory services in 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.
25. Preparation of ARR&ERC/Truing up of ARR&ERC documents, necessary clarifications related thereto and presentations of the same in the hearings before statutory bodies.
26. Providing periodic returns required to be submitted before KSERC, CEA, BEE, ANERT, etc.
27. Generation and serving of power consumption statements of consumers.

28. CSEZA and the OMMC will jointly address the network requirements along with any other services required by the system and consumers.
29. For providing uninterrupted and quality power supply to the consumer, the OMMC will coordinate and pursue with CSEZA and contractors engaged by CSEZA as well as other agencies/Departments to enable the same.
30. Monitoring of O&M work through site inspection.
31. Coordination with accredited energy auditors for timely submission of Energy audit and accounting reports.
32. Preparation of reporting documents.
33. Preparation of estimate to carry out repair of tools and render technical assistance and financial advisory services in carrying out repairs to equipments and requisition for materials required.
34. 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.
35. Assistance to CSEZA in expansions and modifications of the system in place.
36. 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.
37. Ensure the preparation, technical soundness and correctness of all O&M works to be carried out in substation, distribution line, etc.
38. Render technical assistance and financial advisory services to CSEZA for procurement of materials/consumables/spares/accessories required for the upkeep and maintenance of substation and distribution network and for inventory management of such procured items.
39. Ensure maintenance of plant & tools and other equipments.
40. Supervising maintenance/replacement/repair works.
41. 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).
42. Scrutinizing and compiling technical statements.
43. Arrange to survey and report scrap and other unserviceable items in time and its disposal.
44. Arrange remittance of all statutory payments.
45. In case of theft of CSEZA property, inform police as well as CSEZA and follow up the case.
46. In case of any accidents, follow the formalities as per relevant Act.
47. 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.
48. Certifying Completion of Work with a brief note.
49. Verification and certification of bills for payment stating satisfactory completion of the work as per the design, drawing and specifications as provided in NIT.
50. 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.
51. Advising CSEZA and taking necessary steps for power procurement.
52. Ensure compliance with Electricity Act (2003), KSERC regulations and preparation & presentation of ARR&ERC, Truing up and other related correspondences.

53. 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.
54. Close monitoring, management and modifications of existing prepaid metering and billing system including software system.
55. Planning, proposing, designing, implementing, supervising and rendering technical assistance and financial advisory services in tendering for 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.

## **2.2 Detailed scope of services necessitating supervision of OMMC**

### **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. Render OMMC services for arranging and coordinating change 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. Ensure 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. Ensure carrying out switching operations, whenever necessary.
10. Ensure keeping all maintenance instructions of equipment properly filed in the station for ready reference.
11. Ensure maintenance of the history of each equipment of substation showing all details of maintenance, repairs, improvements and modifications carried out from time to time.
12. Ensure keeping in stock of essential spares and take timely action for works in the station.
13. Arrange to prepare indents & render technical assistance and financial advisory services to procure materials from stores required for works in the station.
14. Maintenance of 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 maintenance of the Operator’s diary while on shifts

### 2.2.2 Distribution

1. Facilitate 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 networks.
12. In case of detection of theft of energy, follow the stipulated procedure as per Supply Code and assist to 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 assist to 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' metering system.
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.
22. Report promptly instances of Power theft and unauthorized use of electricity within CSEZ and assist the Authorized officer in taking actions under KSERC regulations against such activities

### 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. Render technical assistance and financial advisory services 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. Render technical assistance and financial advisory services in attending to 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. OMMC 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 OMMC.
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 OMMC 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. OMMC 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 OMMC

The Scope of Work described in Clauses 2.1 & 2.2 above entailing supervision, monitoring and management should be carried out by the successful bidder with the following duties and responsibilities **to ensure**:

1. Timely and qualitative completion of works using effective management practices.
2. Prevention of 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. 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. That proper records of operation and maintenance (Log book, registers, check list etc.) as in practice wherever necessary by a distribution licensee) are maintained by the contractors.
8. Preparation of reports or shall take steps to generate such reports through software as and when sought by CSEZA. The OMMC shall also prepare documents required for presentation within the time stipulated for it. For the preparation of documents or reply

to any agency related to power distribution, 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. That except in emergency situation, repairs (minor or major) shall be carried out only on prior written permission from the Procuring Entity. The OMMC 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. Preparation of necessary documents and support for procurement and storage of materials/consumables/spares/accessories by adopting competitive bidding procedures.
14. That tools and plant and other equipments related to PDS are maintained in proper condition and render accounts.
15. That the work of contractors conform to specifications, construction standards and statutory provisions.
16. That the materials/resources/services of the Contractor engaged are available 24 hours, 7 days a week.
17. That completion certificate and a brief note on the work executed are attached along with the final bill of repair/maintenance work after verification/certification of bills.
18. Necessary steps for safe working practices. Ensure that the supervisors are adhering to safety practices strictly.
19. That contractors follow 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.
20. That all mandatory registers including asset and stock registers are maintained.
21. That safety devices are maintained at substation and other electrical installations.
22. That support is given to CSEZA for computerization which includes data collection & its updation.
23. That in case of petitions, especially regarding allegations against the staff under OMMC, conduct enquiry and report.
24. That personnel newly joining are familiarized with the layout and standard operating procedures. Provide and arrange for training to personnel as per requirement.
25. That the agency deploy additional staff wherever requires for effective implementation of the scope of work.
26. To take all possible measures for good public relation and customer satisfaction. The personnel of OMMC shall behave politely and courteously with all concerned and take steps to foster a customer friendly environment.
27. That proper measures are taken to maintain the premises of office, substation, etc neat & clean as well as good housekeeping.
28. That proper registers for service connections and disconnections, compliant register as per standards of performance regulations etc are maintained. Service connection and disconnection reports are submitted to the CSEZA within three working days.
29. That a handbook on equipments coming under the power distribution system, maintenance schedule of such equipments, problems that can arise to each equipment, possible causes of such problems and suggested resolution is kept at substation, office of the agency and CSEZA within a period 30 days of award.
30. That a preventive maintenance schedule is prepared for a financial year and ensures that steps are taken for conducting maintenance as per schedule.

31. That all routine and break-down maintenance are carried out by the sub contractors on time.
32. That registers as required by Compliance wing of KSERC and Kerala Electric Inspectorate are maintained properly for inspection.
33. That sub contractors are employing qualified personnel for carrying out the work assigned to them, verify their attendance and report to CSEZA.
34. That alternate power sources such as solar panels are working properly.
35. That all statutory reports/documents to various organizations are prepared and also ensure that CSEZA submits it within the stipulated time.
36. That required tools and equipments required in connection with power distribution are available for use.
37. That field visits are done regularly and meter/CT/PT testing are done whenever necessary.
38. That the timelines specified in Annexure D on Performance Standards are achieved.
39. That energy consumed by all consumers are recorded properly and accurately.
40. That statement of energy consumption are generated as per KSERC guidelines/directives and distributed to consumers.
41. That the consumers are intimated about insufficient balance in their pre-paid account.
42. That any revision in tariffs are implemented in the billing at the earliest.
43. The consumption pattern of each consumer are monitored closely and analysed for further course of action, if any.
44. 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.

**2.4 Minimum key personnel to be engaged by the OMMC and essential qualification & experience required.**

<b>Core Group – To supervise and monitor entire Operation, maintenance &amp; management of PDS services in 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 from a recognized Institution/University	15 years' post qualification experience in matters connected with power distribution system, including 5 years' experience in Erection, Testing and Commissioning or Operation and Maintenance of outdoor substation (having a capacity of 33 KV and above). Should have a thorough knowledge of 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.



IT Manager	1	MCA/B Tech/ MSc (Computer science & /IT/Electronics & Communication)	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. He should take note of the day to day developments, including regulations, in the power sector in India and especially in the State of Kerala. He shall also represent CSEZA, whenever directed by CSEZA before the Electricity Regulatory Commission. He shall be responsible for preparation and evaluation of tender documents.
2. 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. Only the post qualification experience of the key personnel in Clause 2.4 shall be considered for technical evaluation in this RFP (whether specifically mentioned in Clause 2.4 or not).
3. The OMMC Agency shall also ensure the availability/services of a BEE certified Energy Manager to 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.
4. 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 be responsible for the cyber security and energy accounting/energy audit related matters of PDS.
5. The above manpower list is only the minimum key personnel to be provided by the OMMC.
6. After the selection of the OMMC through this RFP, CSEZA expects to negotiate a contract on the basis of the experts/key personnel named in the Proposal. Before contract negotiations, CSEZA will require assurances that the experts/key personnel will be actually available. CSEZA will not consider substitutions during contract negotiations. If this is not the case and if it is established that experts/key personnel were proposed without confirming their availability, the OMMC may be disqualified.
7. 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.

NOTE: After the selection of the OMMC through this RFP, CSEZA expects to negotiate a contract on the basis of the experts/key personnel named in the Proposal. Before contract negotiations, CSEZA will require assurances that the experts/key personnel will be actually available. CSEZA will not consider substitutions during contract negotiations. If this is not the case and if it is established that experts/key personnel were proposed without confirming their availability, the OMMC may be disqualified.

### 3. Eligibility Criteria

- 3.1 While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility described below. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Sl. No.	Eligibility criteria	Document to be submitted
3.1.1	Should be a Central or State Public Works Organization/Public Sector Enterprise	a) Certificate of incorporation b) Memorandum & Articles of

	registered in India	Association c) DIN of all Directors
3.1.2	Should have turnover at least Rupees <b>two</b> crore per annum for any three of the four Financial Years - 2019-20, 2020-21, 2021-22 & 2022-23	Certified Balance Sheet & Profit and Loss statement of the firm for the Financial Years 2019-20, 2020-21, 2021-22 & 2022-23
3.1.3	Should have Net profit of at least Rs.50 lakhs for any three of the four Financial Years - 2019-20, 2020-21, 2021-22 & 2022-23	Certified Balance Sheet & Profit and Loss statement for the Financial Years - 2019-20, 2020-21, 2021-22 & 2022-23
3.1.4	Should have an experience in Design/Erection & Commissioning of at least one project in 33KV and above substation and distribution system <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
3.1.5	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, the firm shall propose for approval of CSEZA for deploying a competent candidate having the same qualification and experience as in Clause 2.4 in place of him/her if the leave/absence is beyond a period of 3 days.

### 3.2 Technical Proposal

While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s).
- (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- (iii) Proposed key professional staff must at a minimum have the experience indicated in 2.4.
- (iv) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (v) Reports to be issued by the consultants as part of this assignment shall be in English. It is desirable that the firm's personnel have a working knowledge of the official language of the State of Procuring Entity.

3.3 The Technical Proposal should provide information using the attached Standard Forms.

## 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 Evaluation:** The proposal will be evaluated on the basis of the applicant's eligibility as mentioned under Clause 3.1 above. Only those companies whose proposals meet the minimum eligibility under Clause 3.1 and having minimum key personnel with essential qualification and experience as per Clause 2.4 shall qualify for the second stage of the Bidding Process i.e. Financial Evaluation.
- 4.1.2 **Evaluation of Financial proposals:** The financial bids of all applicants who qualify 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 OMMC based on the eligibility criteria prescribed in Clause 3.
- 4.3 Negotiations:**
- 4.3.1 Negotiations will be held at the address indicated in the RFP. The aim is to reach agreement on all points and sign a contract.
- 4.3.2 Having identified the L-1 bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Procuring Entity expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the experts will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 4.3.3 On completion of negotiations, the Procuring Entity and the Consultant shall execute a contract as per the terms and conditions as provided in Annexure B Agreement Proforma.
- 4.4 Letter of Acceptance and Award of Contract**
- 4.4.1 The contract will be awarded following negotiations. The OMMC whose offer has been accepted will be notified by the Procuring Entity prior to expiration of the validity of proposal by e-mail or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful bidder/OMMC, the CSEZA will promptly notify other Consultants that they were unsuccessful and shall return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 4.4.2 After selection, a Letter of Award of Consultancy (as given in **Form - 11**) 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 Letter of Award of Consultancy, sign and return the duplicate copy of the same with a letter of acceptance in acknowledgement thereof.
- 4.5 Performance Guarantee:**
- 4.5.1 The selected applicant will be required to furnish performance guarantee of five percent (5%) of the bid amount (as given in Annexure -A) within seven days of issue of the acceptance of award of consultancy as mentioned in Clause 4.4.2.
- 4.5.2 The selected applicant shall deliver to the Procuring Entity a performance guarantee in any of the forms given below for an amount equivalent to 5% (Five percent) of the Contract amount

- i) Banker's cheque/Demand draft/Pay Order in favour of Cochin Special Economic Zone Authority payable at Ernakulam; or
- ii) A bank guarantee in the form given in appendix F ; or
- iii) Fixed deposit receipts (FDR) Pledged in the name of Cochin Special Economic Zone Authority, Ernakulam.

4.5.3 Performance guarantee shall be provided to the Procuring Entity as mentioned in Clause 4.5.2 and shall be issued in an amount and form and type of instrument acceptable to the CSEZA. The Security deposit shall be valid until a date 180 days from the date of expiry of contract period.

4.5.4 The Performance guarantee shall be furnished from any Nationalized Banks approved by Reserve Bank of India.

4.5.5 The OMMC is expected to commence the Assignment on the date and at the location specified in the Letter of Award of Consultancy.

**4.6 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 OMMC for all the OMMC services as per this RFP.

### **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 be valid for a period of three years from the date of execution. The agreement shall be extended for another term of two years on satisfactory performance and on mutual agreement 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 OMMC had misrepresented the facts or submitted any false information or hidden any information, which could have affected the signing of this agreement with the OMMC, this agreement shall stand terminated immediately upon intimation to the OMMC. On completion of the tenure of the agreement, the OMMC shall hand over all the materials belonging to the Procuring Entity or to the Procuring Entity's representative and the OMMC shall remove all materials belonging to them including workforce from the site without any delay. However, the OMMC shall continue to discharge their responsibilities on the same terms and conditions till the next OMMC 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 OMMC. 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 OMMC 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 OMMC 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 OMMC. The decision of CSEZA shall be binding on the OMMC in this regard.

- 5.1.5 The successful bidder, on acceptance of his tender by CSEZA, shall, within 30 days from the stipulated date of Letter of Award of Consultancy, sign an agreement as per Annexure – B in this RFP.
- 5.1.6 No payment shall be made unless agreement is signed by the OMMC.
- 5.1.7 The Performance Guarantee as given in the format in Annexure A and the agreement as given in the format in Annexure B herein shall be executed on behalf of the selected OMMC only by the Officer/Personnel authorized by the Board of the OMMC.

## **5.2 Provisioning of Service:**

- 5.2.1 Whenever OMMC proposes to source equipments from any new vendor in connection with PDS in CSEZ then the OMMC should ensure that CSEZA receives 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.
- 5.2.2 It shall be the responsibility of the OMMC to ensure 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 OMMC.
- 5.2.3 The office of the OMMC 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 OMMC shall provide to CSEZA 24 hours, 7 days a week service by themselves. The OMMC will be equipped to receive (and register) complaints directly from the consumers, which shall be attended by the OMMC without delay. For all emergency case specifically in situation where critical equipment or part of network is down, the OMMC 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 OMMC shall render all technical assistance and financial advisory services to CSEZA to source spares directly from the Original equipment manufacturer to address any equipment related problem.
- 5.3.3 The OMMC will depute appropriate resources and manpower to monitor and manage the progress of the Works. The OMMC shall ensure that the minimum number of personnel of the OMMC 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 OMMC 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 OMMC with CSEZA and liable for its termination.

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

- 5.4.1 The OMMC 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 OMMC shall not represent itself as authorized agency of CSEZA on matters falling outside the ambit of this RFP.
- 5.4.2 Though any specific decision may be taken by CSEZA for a particular matter/case connected to any work, the OMMC shall have no right to treat such decision as precedence for all further matters/cases of similar nature. The OMMC shall have no authority/ power to extend such decision universally to all such similar matters/cases without prior specific authorization by CSEZA in writing.

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

- 5.5.1 Provide office space for the OMMC at reasonable rent of Rs.3,210/- per square meter per annum (revisable annually).
- 5.5.2 Facilitate entry pass to all staff and personnel of The OMMC or contractor of the agency.
- 5.5.3 Make essential correspondences with KSEB, KSERC, CERC, consumers or any other offices on recommendation from the OMMC.
- 5.5.4 Ensure timely payment to the OMMC as specified elsewhere in this RFP.

#### **5.6 OMMC's staff and their conduct, etc**

- 5.6.1 All employees shall be of Indian Nationality and the OMMC shall keep a record of temporary and permanent address of these employees. The OMMC shall ensure that no convicted or penalized persons are employed.

- 5.6.2 The OMMC shall ensure that regular salaries are paid to the staff and any discontent/non-cooperation from the side of the staff on account of non-receipt of salaries in time cannot be allowed.
- 5.6.3 The OMMC shall ensure that the personnel/employees deployed for PDS works shall work efficiently and diligently. Further, it shall be ensured that these employees are not diverted to other work not related with O&M works. In case the authorized officer(s) of CSEZA, on inspection within CSEZ, arrive(s) at a conclusion that the O&M works connected with PDS is beneath satisfactory levels of performance for the reasons owed to the personnel/employee, the OMMC shall take immediate steps to supervise/redeploy/replace the existing personnel/employee as directed by such officer(s) of CSEZA.
- 5.7 Co-ordination with other government agencies:** The OMMC 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.
- 5.8 Rules and Regulations:** All the works, functions, services undertaken by the OMMC 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 OMMC or the officials of the OMMC 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 OMMC alone.
- 5.9 Lapses/Errors by the OMMC**
- 5.9.1 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 OMMC, CSEZA shall have the right to recover the pro rata cost or any reasonable liquidated damage/loss from the OMMC.
- 5.9.2 CSEZA has all the right to engage an external agency, if necessary, to evaluate the services rendered by the OMMC. If any adverse effect/damage/loss attributed/attributable to the lapses/errors as 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 OMMC. The expenses incurred for such engagement of an external agency also shall be recovered from the OMMC.
- 5.9.3 CSEZA shall have the right to deduct appropriate amount from Contract amount as per this RFP to the OMMC 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.
- 5.10 Material cost and labour cost for O&M Works:** In extraordinary situations the OMMC may have to execute small works or supply goods and services incidental/consequential to operation, maintenance and management of PDS. In such situations, only the material cost shall be reimbursed provided the materials are not in stock. Besides, labour charges shall not be reimbursed, if the work is within the scope of work of the contractor concerned. However, if the work is executed through specialized team, both labour charges and material costs shall

be reimbursed, provided the materials are not in the stock of CSEZA. When the above mentioned expenses on materials incurred by the OMMC 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.

## 5.11 Contract Period and Contract amount (as per this RFP)

5.11.1 The Contract period shall be for a period of three years from the date of signing of the agreement. The amount per annum arrived at by both the successful bidder and Procuring entity after the negotiation stage, if any, referred to in this RFP shall be the contract amount and it shall remain the same for the entire contract period.

5.11.2 The Contract amount as per this RFP shall include:

i) All the costs associated with the services rendered by the OMMC. 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 incidental expenses related to the scope of services expected from the OMMC.

The tender amount 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 contract amount as per this RFP shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that the contract amount shall be **exclusive** 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 lump sum contract and the successful bidder shall not be entitled to any additional payment (on account of Contract amount in this RFP), other than petty expenses as stated in **Clause 5.10** and OMMC charges as stated in Clause 5.12.1 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.

5.12 The contract amount as per this RFP shall be paid for the OMMC services for all executed works, each work with a value of Rs.5.00 lakhs or lesser.

5.12.1 For all executed works above Rs.5.00 lakhs, the OMMC shall be paid as per the following schedule.

- a. @7% of the executed value of works above Rs.5,00,000/- but less than Rs.50,00,000/-
- b. @6% of the executed value of works above Rs.50,00,000/- but less than Rs.1,00,00,000/-.



- c. @5% of the executed value of works above Rs.1,00,00,000/- but less than Rs.3,00,00,000/-
- d. @4% of the executed value of works above Rs.3,00,00,000/-.

5.12.2 For works above Rs.50,00,000/-, the OMMC shall deploy additional manpower for supervision without any extra cost on the Procuring Entity.

### **5.13 Original/Project Works (Additional infrastructure related work)**

5.13.1 In the case of Project Works, a separate contract vide an agreement shall be executed by the OMMC 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 OMMC services as specified in Clause 2.4 in this document shall not double up (simultaneously utilized) for such Project Works. A different set of personnel not connected to the O&M Works shall be deployed for Project Works. It shall be the discretion of the Chairperson as to whether a work is a Project work or repair work.

5.13.2 In all such Project Works, the OMMC shall provide specialized PMC services, which shall include preparation of drawings, designs, estimates and tender documents and the charges payable on account of such PMC services shall be at the rates in the agreement signed by the parties.

5.13.3 Notwithstanding anything stated here in this RFP, the terms and conditions governing the Project work to be undertaken by the OMMC shall be in accordance with a separate PMC agreement signed between CSEZA and the OMMC for each individual Original/Project 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.

5.13.4 Though the payment to the OMMC selected through this RFP for Project Work shall be @ rate mentioned under Clause 5.12.1, in the case of entrusting part of assignments envisaged in the scope of PMC for Project Works, the selected OMMC shall be eligible for 1.5% of the estimated cost of the project if the assignment includes investigation, planning, design, preparation of drawings, detailed estimates and DPR.

**5.14** Notwithstanding anything stated here in this RFP, the Procurement Entity shall have the right to engage or hire any third party agency/individual as PMC for planning, design, DPR preparation, bid process assistance, supervision & monitoring services for power distribution system (PDS) in CSEZ for the works mentioned under Clause 5.12.1 and Project works under Clause 5.13 above, of any nature/amount/duration.

**5.15 Conditions regarding Personnel:** The chief of station (at CSEZ) of the OMMC shall be necessarily an officer not below 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 OMMC shall be confirmed only if CSEZA is satisfied that the chief of station and the personnel of the successful bidder/ proposed OMMC have the required capacity and potential to deliver the services required under this RFP.

**5.16 Compensation Clause:** If the OMMC 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 OMMC fail to deliver its responsibilities within the period prescribed and agreed, CSEZA, without prejudice to other remedies available to it, shall be entitled to recover liquidated damages for breach of contract without any necessity to prove the same, a sum equivalent to 0.5% of the value of the 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 OMMC 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 OMMC, suitable extension of time shall be granted.”*

- 5.17 Insufficient Manpower:** The OMMC shall ensure availability of the manpower as per the minimum manpower required to render OMMC services for the Operation & Maintenance efficiently, as per Clause 2.4 of this RFP. In case of resignation, leave, absconding of the manpower from their duties, OMMC 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.
- 5.18 Cyber Security:** OMMC’s manpower shall not indulge in unauthorized access of the CSEZA’s PCs /Workstations. The Operation and Maintenance work undertaken by contractor during patrolling/ maintenance activities and drawings, specifications, diagrams, technical, operational & other information provided by CSEZA shall not be shared by OMMC with any Agency/ person other than that authorized by CSEZA.
- 5.19 Insurance:** Insurance policy as per Workmen Compensation Act shall be taken or ensured be taken by the OMMC for its employed personnel. The OMMC shall also be responsible for ensuring compliance with all the provisions of Workmen Compensation Act and shall furnish a copy of the insurance policy to CSEZA before commencement of work.
- 5.19.1 The OMMC, 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 OMMC alone. The OMMC’s failure in this regard shall not relieve him of any of its contractual responsibilities and obligations.
- 5.19.2 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 OMMC shall be responsible for the safety and security of the employees of the OMMC throughout execution of the works.
- 5.19.3 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 OMMC after the date of submission of the tender, the additional expenditure incurred by the OMMC shall be borne by him and no claims shall be entertained by CSEZA on any account.
- 5.19.4 All costs on account of insurance liabilities covered under the contract will be on OMMC’s account and will be included in Financial Bid.
- 5.19.5 In absence of valid Workmen compensation Insurance policy, compensation as decided by the Competent Authority shall be payable by the OMMC 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 OMMC 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 OMMC anywhere in CSEZA.

- 5.19.6 The OMMC 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 OMMC without any additional cost to the CSEZA. It shall be obligatory on the part of the OMMC to provide a copy of group insurance/ Workmen Compensation policy for the manpower deployed before commencement of work to CSEZA. The above policies should be valid throughout the duration of the contract.
- 5.19.7 The OMMC 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 OMMC 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 OMMC and submitted the same to Commissionerate office without delay.
- 5.20 Erection All Risk Policy/OMMC 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 OMMC 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.
- 5.21 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 OMMC to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the OMMC 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 OMMC 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.
- 5.22 Automobile Liability Insurance:** The OMMC shall ensure that all the vehicles deployed by the OMMC (whether or not owned by them) in connection with the scope of work are duly insured as per RTA act. Further the OMMC 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.
- 5.23 Liability for Accidents and Damages:** OMMC 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 OMMC. CSEZA shall have the right to deduct the amount or estimated damages on loss from the bills of the OMMC. If the damage/theft is caused to the CSEZA's asset/ property/office equipment/ Tools and Plants by the personnel employed by the OMMC, then the OMMC 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.

5.23.1 The OMMC 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.

**5.24 Compliance with Labour Regulations:** The OMMC 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 OMMC 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 OMMC in the above regard.

**5.25 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.

**5.26 Safety:** It is mandatory for the OMMC 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 OMMC has to provide sufficient quantity of Personal Protective Equipment (PPE)/ safety equipment conforming to Indian / International standards and provide this equipment to its manpower at site as per the work requirement. The OMMC's Site In-charge has to ensure that all deployed manpower must use requisite Personal Protective Equipment / safety equipment at site.
- m. The OMMC 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 OMMC in violation of above norms.
- o. If the OMMC 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 OMMC 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 OMMC at work site or general public, then OMMC 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 OMMC 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 OMMC 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 OMMC and recover the damages / costs arisen from such non-compliance by the OMMC. OMMC site In-charge ensure compliance of the same.

  - vii) In case of any accident (fatal/ non-fatal), the OMMC 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 OMMC'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.

5.26.1 The OMMC 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 OMMC 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)
7. Attending the pre-bid meeting is optional.

### **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 The Consultant firm must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting the proposal. Consultants' representative should contact the official named in the RFP document for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that CSEZA official is informed well in advance to make appropriate arrangements for the visit. 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.
- 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 here under 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 signed by the Bidder or duly authorized person(s) on each page of the proposal 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 proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultancy firm.
- 6.2.16 The Organization should submit their Proposal with Cover Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
- 6.2.17 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.

- 6.2.18 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 OMMC for Power Distribution System in CSEZ.”**
- 6.2.19 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 OMMC for Power Distribution System in CSEZ.”**
- 6.2.20 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.
- 6.2.21 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 OMMC 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.
- 6.2.22 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.
- 6.2.23 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".
- 6.2.24 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.
- 6.2.25 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.
- 6.2.26 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.
- 6.2.27 The proposal should contain all the documentary evidences to substantiate the claim for eligibility criteria as per Clause 3.1 and essential qualification & experience of the minimum key personnel as per Clause 2.4 with duly signed/attested Form Nos. 2,3,4,5 and 6.
- 6.2.28 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.

- 6.2.29 ENVELOPE-B i.e., Financial Proposal will be opened only for bidders who have been found qualified in meeting the minimum eligibility under Clause 3.1 and having minimum key personnel with essential qualification and experience as per Clause 2.4as furnished in ENVELOPE-A..
- 6.2.30 **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.
- 6.2.31 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.
- 6.2.32 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.**
- 6.2.33 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. Form 10:Format of Financial Proposal
  10. Form 11: Letter of Award of Consultancy
  11. 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.
  12. Certificate of incorporation
  13. Memorandum & Articles of Association
  14. DIN of all directors
  15. Latest annual report
  16. Balance sheet and Profit & Loss Account for 2018-19, 2019-2020, 2020-21and 2021-22
  17. Photocopy of PAN
  18. Copy of GST registration
  19. Copy of the certifications awarded for the quality of work in the relevant field, if any.
- 6.2.33 Financial Proposal: In preparing the Financial Proposal, the applicant is expected to take into account the requirements and conditions of the RFP documents. 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 firm satisfying all the conditions as laid down under the eligibility criteria and submitting the lowest financial bid (exclusive of taxes) shall be the L-1 bidder, and the contract shall be awarded to the successful bidder after negotiations as mentioned under Clause 4.3 and the decision of CSEZA in respect thereto, shall be final and binding on all bidders.

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 Security Declaration in lieu of EMD 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 (06.02.2024), 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 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 OMMC to CSEZA in relation to the assignment shall be the property of CSEZA.
- 6.8 Taxes and Duties:** The charges indicated for services to be performed under the contract shall be **exclusive** of all taxes and duties as applicable.

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	Form 10: Format of Financial proposal		
10	Form 11: Letter of Award of Consultancy		
11	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.		
12	Certificate of incorporation		
13	Memorandum & Articles of Association		
14	DIN of all Directors		
15	Latest annual report		
16	Balance sheet and Profit & Loss Account for 2018-19, 2019-20, 2020-21 and 2021-22.		
17	Photocopy of PAN		
18	Copy of GST registration		
19	Copy of the certifications awarded for the quality of work in the relevant field, if any		
20	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 OMMC 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
- Form 10:Format of Financial Proposal
- Form 11: Letter of Award of Consultancy
- 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 2018-19, 2019-20, 2020-21 and 2021-22.
- 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 2019- 20	FY 2020- 21	FY 2021- 22	FY 2022- 23
1.5	Net Worth (INR Lakh) **				
1.6	Annual Turnover (INR Lakh) **				
1.7	Annual Profits (INR Lakh) **				
1.8	Whether Organisation has minimum one project experience in design/erection & commissioning of 33 KV and above substation & power distribution	Yes/No			
1.9	Whether Organisation has minimum one year experience in O&M/supervision of O&M work of 33KV and above substation & HT power distribution system	Yes/No			
1.10	Mention no. of projects and years of experience in 33KV and above substation & HT power distribution system				Project Nos.
		Design			
		Erection & Commissioning			
					Years of Experience
		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 Clause 2.4	Yes/No [Details of the team and the CVs 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.

\*\*\*\*A brief write up of technical and managerial organization of the firm and general qualifications and number of key staff may be provided separately.

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		IT Manager			
4		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. Projectsundertaken

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].

Key information shall include number of years working for the firm/entity, and degree of responsibility held in various assignments during the previous years.

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 OMMC 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 OMMC 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 2022 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.

**SUMMARY OF COSTS**

No.	Description	CSEZA Estimated amount per annum (Rs.)	Amount (Rs.)
1	Staff Cost for Key personnel	48,00,000	
2	Staff Cost of supporting personnel	6,00,000	
3	Logistical Support	6,00,000	
4	Office Supplies, Utilities and Communication		
5	Office Furniture and Equipment		
6	Reports and Document Printing		
7	Surveys		
8	Miscellaneous Costs (Mention probable items such as support services, contingencies and profit element)		
	<b>TOTAL COST</b>		

## BREAKDOWN OF COSTS(Rs.)

### I REMUNERATION FOR STAFF

Sl No.	Position	Name	Emoluments* (Rs.) per month	Amount per annum (Rs.)
	<b>Key professional</b>			
1.				
2.				
3.				
4.				
	<b>TOTAL</b>			

### II. Miscellaneous/Overhead expenses with split up

\*Provide the break up of the rates to show the basic salary, social costs and overhead.

**Form - 11**  
**Letter of Award of Consultancy(Clause 4.4.2)**  
**(letter head paper of the Procuring Entity)**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name and address of the Consultant]

Dear Sirs,

This is to notify you that your proposal dated ..... *for Providing Operation, Maintenance & Management Consultancy (OMMC) services of planning, design, DPR preparation, bid process assistance, supervision & monitoring services for operation & maintenance of Power Distribution System within Cochin Special Economic Zone(CSEZ)* for the Contract Value of Rupees..... ( ..... ) [amount in words and figures], is hereby accepted by CSEZA. Hence, this Letter of Award of Consultancy is being issued to you for providing the services as undertaken as per the terms and conditions mentioned in the RFP No..... dated .....

You are hereby requested to sign and return the duplicate copy of this Letter of Award of Consultancy with a letter of acceptance in acknowledgement thereof, within 7 days of the receipt of this letter.

You are also required to furnish Performance Guarantee in the form detailed in **Annexure A** of the RFP for an amount of Rs. .... within 7 days of your above acknowledgement or letter of acceptance and sign the agreement as stipulated in the above RFP, failing which action will be taken.

Yours faithfully,

Chairman  
**CSEZ Authority**

**Annexure – A**  
**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

To  
Cochin Special Economic Zone Authority

In consideration of the CSEZA having issued a Letter of Award of Consultancy dated ..... (hereinafter called 'LOA') to M/s ..... (hereinafter called 'OMMC) for operation, maintenance, & Management Consultancy services for power distribution in CSEZ (hereinafter called 'the OMMC Services') to CSEZA as per the RFP No. .... (hereinafter called 'the said RFP') on the terms and conditions contained in the said RFP, which inter-alia provides for the production of a Bank Guarantee to the extent of Rs. .... (in words ..... ) for the service by way of performance guarantee for the due observance and performance of the terms and conditions of the said LOA and said RFP, We, (*indicate the name and address and other particulars of the Bank*) (hereinafter referred to as 'the Bank') at the request of the OMMC hereby irrevocably and unconditionally guarantee to CSEZA that the OMMC shall render all necessary and efficient services which may be required to be rendered by OMMC in connection with and/or for the performance of the said OMMC services as per the LOA and said RFP and further guarantees that the service which shall be provided by OMMC under the said LOA and said RFP, shall be actually performed in accordance with terms & conditions of LOA and said RFP 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 OMMC of any of the terms and conditions contained in the LOA and said RFP 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 LOA and said RFP, 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 OMMC of all his/their obligations under the LOA and said RFP.

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 OMMC of any of the terms or conditions contained in the LOA and said RFP or by reason of OMMC's failure to perform any of its obligations under the LOA and said RFP."

5. We, the Bank, hereby agree that the decision of the CSEZA as to whether OMMC 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 LOA and said RFP 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 LOA and said RFP have been fully paid and its claims satisfied or discharged or till CSEZA satisfies that the terms and conditions of the LOA and said RFP have been fully and properly carried out by the said OMMC 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 LOA and said RFP or to extend time of performance of any obligations by the said OMMC 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 OMMC and to forbear or to enforce any of the terms and conditions relating to the LOA and said RFP and we shall not be relieved from our liability by reason of any variation or extension being granted to the said OMMC or forbearance act or omission on the part of the CSEZA or any indulgence by the CSEZA to the said OMMC 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 OMMC 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 OMMC.

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 ..... 2024

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 Chairperson, ....., D/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 ‘OMMC’ 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 OMMC 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 consultancy of Power Distribution System in CSEZ” for a period of five years vide RFP Notice No. C-5/1/2021:CSEZA dated 22-01-2024 and the OMMC 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 OMMC, after Negotiations based on Clause 4.3 of this RFP has been accepted by the Procuring Entity vide Letter of Acceptance No..... dated ..... issued to the OMMC while accepting their offer.

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

- 1.** The bid submitted by the OMMC 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 OMMC 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 Award of Consultancy No..... dated ..... **(Attachment – II)**
  - c) Acceptance of Letter of Award of Consultancy by M/s..... letter No. .... **(Attachment – III)**

**MEMORANDUM**

- a. General description of work: Operation, maintenance & management and Operation, Maintenance & Management Consultancy of Power Distribution System in Cochin Special Economic Zone (CSEZ) for a period of three years  
Accepted contract amount: Rs.....
- b. Performance Guarantee:Rs..... (Furnished as BG No. .... dated ..... From ..... (bank), .....Br. ....)

Commencement of service: within 30 days from the date of issue of Letter of Award of Consultancy

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

Schedule: ..... sheets

**5. RESTRICTIONS ON TRANSFER AGREEMENT:**

The OMMC 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 OMMC and the Procuring Entity shall follow the procedure mentioned in the Standard Operating Procedure mentioned in the RFP. The OMMC agrees that the responsibility for the technical feasibility and financial feasibility of the project work is with the OMMC. The Procuring Entity shall not be responsible for any inadequacy, defect or irregularity found in the project work due to design flaws, incorrect estimates and time overrun/cost escalation of the project. The OMMC shall be responsible to ensure that the detailed Civil, Structural Design & Drawings for the Project work and the design loads are as per the Indian Standard Codes and shall ensure the use of standard materials and items whenever required. All drawings prepared by the OMMC for the execution of the temporary or permanent Works, are subject to prior approval by the Procuring Entity before their use. The Procuring Entity’s approval shall not alter the OMMC’s responsibility for the design of the Works. 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 OMMC shall submit a Performance Bank Guarantee (PBG) of value of 5% of contract amount as per this RFP. PBG should be submitted before signing the agreement, for ensuring full compliance with agreement conditions. The initial PBG shall be valid for at least three 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 OMMC.

The OMMC is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Work in accordance with the provisions of the works contract agreement and other schedules agreed between the Procuring Entity and the Contractors. Any failure of OMMC in notifying the Procuring Entity and Contractor on non compliance with the agreement between the Procuring Entity and the Contractor and other schedules by the Contractor, non adherence to the provisions of terms of reference and non adherence to the time schedule prescribed under terms of reference amounts to non performance of the OMMC. In such a condition, the Procuring Entity has the right to encash the performance security and terminate the contract as per this RFP.

## **8 EXECUTION OF WORK:**

- 8.1 The Procuring Entity shall provide all relevant available documents related to work for facilitating supervision of works by OMMC. The OMMC shall deploy competent Architectural and Engineering personnel commensurate with size and nature of the work for efficient execution of works.
- 8.2 The OMMC 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 OMMC shall be responsible and liable to pay any penalty imposed raised by the above authorities due to non compliance with the above. The OMMC 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 OMMC 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 OMMC. The OMMC shall be responsible to ensure that any tax burden/deduction/benefit shall be incurred or availed with respect to the Project by the OMMC 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 OMMC 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 OMMC 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 OMMC shall be liable to ensure that the defects are cured at the earliest, in any case not later than seven days, beyond which, the OMMC 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.
- 8.4 The Procuring Entity shall provide security clearance and ensure free access for OMMC staff/ Employees and their workers. OMMC shall provide necessary support in this process.
- 8.5 The OMMC shall ensure that adequate men and material are made available by the Contractors.
- 8.6 The OMMC 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 OMMC will act as Principal Employer in respect of all statutory obligations related to workmen of the OMMC, deployed at the site in execution of the work. The Procuring Entity shall not be held liable for any shortfall in the above.
- 8.7 As soon as the work is allocated, the OMMC 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 OMMC 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.
- 8.8 The OMMC 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 OMMC 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 OMMC 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**.
- 8.9 The OMMC 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 OMMC by the Procuring Entity. This report shall be exclusive of routine work related to O&M works.
- 8.10 The OMMC shall be responsible for total Monitoring and supervision of all works, including day-to-day supervision of works, maintenance of all project records and Ensuring execution of the works as per prescribed guidelines, Codes, etc. and also in accordance with relevant and extant provisions of the General Financial Rules (GFR).
- 8.11 The OMMC shall ensure that the contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. The OMMC shall ensure that the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central

Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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

- 9.1 The OMMC 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 OMMC shall be obliged to adopt all measures for the successful completion of the works within Approved Cost and agreed Time period.
- 9.2 The OMMC shall be responsible for rendering all OMMC services for 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 OMMC shall ensure due diligence and take all required pro-active remedial measures 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 OMMC shall assist CSEZA to recover liquidated damages from Contractors/agencies. The absence of such steps or procedures shall not exonerate the OMMC 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 OMMC 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 OMMC. 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 OMMC 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 OMMC 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 OMMC.
- 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 OMMC by the Procuring Entity, detailed reasons and justifications for such delays shall have to be provided by the OMMC 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 OMMC, the OMMC 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 OMMC, is breached due to the delay owed to the error/omission/mistake from the part of the OMMC, 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 OMMC 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 OMMC 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 OMMC, 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 OMMC, the Procuring Entity shall have the right to deduct an amount at actuals from the outstanding payments due from the Procuring Entity to the OMMC'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 OMMC;
  - b. If the OMMC 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 OMMC becomes insolvent or bankrupt;
  - d. If the OMMC, 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 OMMC.
  - e. If the OMMC 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 OMMC.
  - f. any breach of terms and conditions of this agreement by the OMMC or if the Procuring Entity, after arriving at a conclusion that the OMMC has performed contrary to the terms and conditions of this agreement, decides to terminate this agreement.
  - g. If the OMMC makes lapses in providing OMMC services/technical assistance for tendering beyond the period/date specified by the Procuring Entity, a penalty of Rs. 10,000 per day shall be levied on the OMMC.

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

In case any error/variation/deviation happens/detected in the Estimates prepared/Work executed in CSEZ due to reasons owed to the OMMC 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 OMMC, 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 OMMC 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.

The Procuring Entity shall have powers to monitor the OMMCs performance and initiate action / penalise for non-compliance with the ToR, wrong/incomplete specification in the bid documents, improper estimate, improper / poor progress monitoring, not informing in advance about necessary actions to be taken by the Procuring Entity, etc  
In any case, Variations shall not be beyond 10% above or below the contract amount of the Work. The OMMC will be subjected to penal action if variations are found to be greater than the set bench mark.

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

- 12.1 Subject to conditions contained in this Agreement, the OMMC 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 OMMC or the OMMC itself divulges or uses any such information except as may be necessary in the course of operation, maintenance and management of the PDS.
  - (b) No person seeks or obtains such information other than is necessary, for the purpose of commissioning of any project in relation to PDS.  
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 OMMC itself and any person(s) acting on its behalf observe confidentiality of the Procuring Entity/consumer information.
  - (d) The OMMC, prior to commencement of this agreement, confirms in writing to the Procuring Entity that the OMMC 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 OMMC, for the Procuring Entity or provided to the OMMC by the Procuring Entity shall be the exclusive property of the Procuring Entity and shall be kept confidential.
- 12.4 The OMMC, 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 OMMC 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 OMMC 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 OMMC
  - c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the OMMC;
- 13.2 The OMMC 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 OMMC shall have no right for employment either with the Procuring Entity during the pendency of the agreement or after, or with OMMC. The personnel employed by the OMMC shall at all times be its 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 OMMC, 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.
- 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 OMMC 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 OMMC 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 OMMC shall ensure that the Project shall be in compliance with the (1) terms and conditions mentioned in the agreement signed by CSEZA with the Contractor and (2) contents of the Documents considered as part of the said agreement. 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 OMMC to render technical assistance and financial advice for proportionate recovery and compensation to the Procuring Entity for such damage, loss or deficiency.

## **15. PAYMENTS**

The OMMC shall be paid 1/12th of the Contract amount (as per this RFP) on monthly basis.

- 15.1 The OMMC 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 OMMC to provide uninterrupted services to the Procuring Entity.

- 15.2 All payments under this Agreement shall be made to the account of the OMMC as may be notified to the Procuring Entity by the OMMC.
- 15.3 The OMMC shall render technical and financial advice to 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.
- 15.4 The OMMC shall be responsible for certifying Bills of the Contractors/ Agencies and make available Final Statement of Accounts in Standard Format to the Procuring Entity and give CSEZA assistance in getting 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 to OMMC regarding Utilization of Fund at any stage, detailed estimates, technical sanctions, running bills etc., the same shall be provided by OMMC readily.
- 15.5 The OMMC 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, if any, before continuing/ incurring the extra/ additional expenditure. The Procuring Entity shall have the discretion to grant/deny such approvals.

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

- 16.1 The OMMC 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 OMMC shall be subject to this clause.
- 16.2 The OMMC shall ensure the handing 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, The OMMC shall certify the Project Completion Report (PCR) submitted by the Contractor and shall ensure that it duly brings 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 OMMC shall ensure that the PCR is 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. The OMMC 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 OMMC shall ensure that the Contractor submits 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 OMMC shall carry out Final Inspection of the Project together with the Contractor and the representatives of the Procuring Entity and prepare and shall ensure the issuance of 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 OMMC 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 OMMC at its registered office, terminate / or suspend this agreement under any of the following circumstances:
1. The OMMC failing to perform any obligation(s) under the agreement.
  2. The OMMC failing to ensure rectification, 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 OMMC 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 OMMC.
  6. If the OMMC, 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 OMMC.
- 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 OMMC 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 OMMC 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 OMMC 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 OMMC or not. The OMMC 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 OMMC shall not represent the Procuring Entity in any of its dealings.
- b) The OMMC 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 OMMC.
- 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.

20.2.4 In the event of any question, dispute or difference arising between the Contractor and the OMMC, 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. The award of the arbitrator shall be final and binding on both the parties (the Contractor and the OMMC). 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.

20.2.5 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 defect liability period in respect of work executed by the OMMC will be five years. The OMMC shall supervise and shall be liable for rectifying any design, manufacturing, supply, and installation defects during the defect liability period. OMMC shall also 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 OMMC, 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 OMMC 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 OMMC 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 OMMC 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 OMMC 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 OMMC 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 OMMC 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 OMMC may represent the Procuring Entity.
- 23.6 The OMMC 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 OMMC shall prepare the bills of quantities, certify the bills of contractor and facilitate timely payment to the contractor. The OMMC 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 OMMC. 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 OMMC shall stand modified to the extent of the stipulations made in this Agreement for execution of works by OMMC.
- 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 OMMC 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 OMMC, and on behalf of CSEZA, the 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 OMMC

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 OMMC 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 OMMC 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 OMMC 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 OMMC. 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 OMMC. Therefore, **the OMMC should have a qualified team of engineers with experience for carrying out DPR studies.** The OMMC 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 OMMC, 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 OMMC.

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 OMMC 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 OMMC 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) Technical assistance for tender to 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 of OMMC charges 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 ensured to 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, Carborundum 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 kWp 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

- 25 HT industrial consumers
- 1 HT Agricultural consumer
- 97 LT industrial consumers
- 1 public Lighting ( street lighting) consumer
- 22 LT commercial consumers
- 20 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.