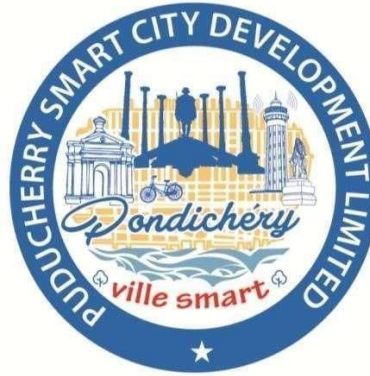


# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**



## **NOTICE INVITING TENDER** **(NIT)**

**Puducherry Smart City Development Limited**  
**No:2, Bussy street**  
**Old court buildings,**  
**Puducherry -605001,**  
**Phone: 0413- 2224434**  
**E-mail: pondysmartcity@gmail.com; pscdlelectl@gmail.com**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

**No: 014/PSCDL/2021-22**

**Date: 29/11/2021**

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED(PSCDL)) INVITES ONLINE BIDS FROM ELIGIBLE BIDDERS FO ENGINEERING, DESIGN, SUPPLY,INSTALLATION,TESTING AND COMMISSIONING OF 4M DECORATIVE STREET LIGHT POLE WITH POST TOP LUMINAIRES IN ABD AREA OF PUDUCHERRY UNDER SMART CITY MISSION.

The details are as under.

Event's Name	Information
Organization	Puducherry Smart citydevelopment Limited (PSCDL))
Project	Smart City Project under Smart City Mission
NIT No.	<b>No:014/ PSCDL/2021-22 – dated 29/11/2021</b>
Name of Work	ENGINEERING, DESIGN, SUPPLY, INSTALLATION,TESTING AND COMMISSIONING OF 4 METRE DECORATIVE POLE WITH POSTTOP LUMINAIRES IN ABD AREA OF PUDUCHERRY UNDER SMART CITY MISSION.
Project duration	<b>3 months</b>
Form of and Contract of Class Contract	Open Tender two cover bidding (E-Tender)
Type of Quotation	Item rate - BOQ based contract
Estimated Cost of the work	<b>Rs. 1,88,12,107/-</b>

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

Tender document Fee	<b>Rs. 1500/-</b> (Rupees One thousand five hundred Only) through Online e- Tendering Payment Gateway Only ( <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a> )
Earnest Money Deposit (EMD)	Exempted to all bidders. However bid security declaration has to be submitted as per the standard format.,
Bid Document Downloading Start Date	<b>29/11/2021 at 17.00 hrs</b>
Last date of Online Submission of Bids	<b>13/12/2021 at 16.00 hrs</b>
Last date of submission of bids(Hard copy)	<b>13/12/2021 at 16.00 hrs</b>
Date & Time for Opening of Bids	<b>14/12/2021 at 11.00 hrs</b>
Bid Validity	<b>90 days from the date of opening technical bid.</b>
Officer Inviting Bids	<b>Chief Executive Officer, PSCDL,PUDUCHERRY</b>
Bid Clarification Queries Addressed to	<b>Chief Technical officer (Electrical),PSCDL,PUDUCHERRY Email: pscdlelectl@gmail.com</b>

-sd-

**Chief Executive Officer ,  
Puducherry smart city development Limited,  
Puducherry-605001.**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://pudutenders.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://pudutenders.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication shall be done online through website <http://pudutenders.gov.in> OR [pondysmartcity@gmail.com](mailto:pondysmartcity@gmail.com) or [pscdlectl@gmail.com](mailto:pscdlectl@gmail.com)
4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://pudutenders.gov.in>.
5. M/s Puducherry Smart city Development limited (PSCDL) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Puducherry Smart city development Limited(PSCDL)) shall not be responsible for any other delays in submitting any documents wherever applicable.
6. M/s. Puducherry Smart city development Limited(PSCDL)) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
7. **Two cover system**  
If two bid systems are insisted, Bidders are required to submit offer in Two covers, namely“ Tender Submission Fee / Power of Attorney / Prequalification including Technical Bid “--  
**Cover - I**  
And  
“Financial Bid” ---**Cover –II**
8. **Cover-I (Tender Submission Fee / EMD / Power of Attorney / Prequalification including Technical Bid)**
  - a) **Tender Fee**– To be paid online only.
  - b) **EMD –Exempted for all bidders. But all the bidders shall furnish bid security declaration certificate** . Bids without bid declaration certificate are likely to be rejected. Format of the Bid declaration certificate is provided in Annexure 7 of the RFP.
  - c) **Power of Attorney (PoA)**– to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) at the PSCDL office, Puducherry before due date and time for submissions of original EMD and Power of Attorney (Hard copy) mentioned in NIT/ RFP/ Bidding document/ latest Corrigendum.
  - d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.
  - i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Prebid

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

Minutes and Addendum (if any) duly signed and stamped in all pages.

- ii) Notarized, Scanned copies of Prequalification / Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.
- iii) All documents signed and scanned including GCC, SCC, Annexures to GCC, SCC as detailed in the Bidding document,

## 9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
  - Price bid to be uploaded only in e-tender website: <http://pudutenders.gov.in>  
PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ
  - In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhere else other than in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected.
10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering. Provisions for uploading can not be left blank.
11. Please note that queries related to enquiry specifications, terms & conditions etc. can be submitted to Chief technical officer/Electrical , Email: [pscdlectl@gmail.com](mailto:pscdlectl@gmail.com) before the Last date & time for sending Pre-bid queries specified in the NIT.
12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.
13. The bidders are requested to go through the instruction to the bidders in the website <http://pudutenders.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.
14. In case of any queries on e-tender, Bidder may Contact below mentioned helpdesk

<b>e-tender helpdesk of U.TOF PUDUCHERRY</b>	<b><u>Phone number : 0413- 2220225</u></b>
--	--

15. M/s. Puducherry Smart city development Limited(PSCDL) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. M/s. Puducherry Smart city development Limited(PSCDL) in this regard shall be final and binding on the bidder.
16. M/s. Puducherry Smart city development Limited(PSCDL) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.
17. Corrigendum / addendum, which form part of the tender document, shall be published in the e-tender website (<http://pudutenders.gov.in>) as well as PSCDL website <http://PSCDL.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **Disclaimer**

- I. The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/ s, whether verbally or in documentary form by or on behalf of Puducherry smart city development limited. ("PSCDL") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- II. This RFP Document is neither an agreement nor an offer and is only an invitation by PSCDL to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.
- III. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.
- IV. This RFP Document may not be appropriate for all persons, and it is not possible for the PSCDL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- V. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
- VI. The PSCDL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- VII. PSCDL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
- VIII. PSCDL reserves the right not to proceed with the work, to alter the timetable reflected in this document or to change the process of procedures to be applied for selection of Service Provider.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **1. INSTRUCTIONS TO BIDDERS**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## 1. INSTRUCTION TO BIDDERS.

### General Information and Guidelines

#### 1.1 Purpose

The Chief Executive Officer, PSCDL, Puducherry invites bid for **“ENGINEERING,DESIGN,SUPPLY,INSTALLATION,TESTING AND COMMISSIONING OF 4.0M DECORATIVE POLES AND POST TOP LUMANAIRES IN ABD AREA OF PUDUCHERRY UNDER SMART CITY MISSION”**

#### 1.2 Consortium

- a) The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- b) No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/Contract except with prior written consent of PSCDL.
- c) No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the project.
- d) In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:
- e) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
- f) The Members of the Consortium shall nominate one member as the Lead Member
- g) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.
- h) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.

1.3 The Members of the Consortium shall submit a declaration as set out in Annexure

6 inter alia consisting of the following:

- a) Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
- b) Commit to the profit and loss sharing ratio of each member
- c) Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- d) Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.
- e) Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;

- f) Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of PSCDL. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of PSCDL. In the event PSCDL does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.
- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. Lead member should have maximum shareholding in the Consortium. Consortium agreement to be submitted.

## 1.4 Sub-Contracting

Sub-Contracting is not allowed for this RFP

## 1.5 Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

## 1.6 Proposal Preparation Costs

**1.6.1. The bidder shall submit the bid at its cost and expense. PSCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PSCDL and PSCDL shall be at liberty to cancel any or all bids without giving any notice.**

**1.6.2. All materials submitted by the bidder shall be the absolute property of PSCDL and no copyright etc. shall be entertained by PSCDL.**

## 1.7 Pre-bid Meeting and Queries

**1.7.1 PSCDL will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.**

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

**1.7.2** All Bidder shall e-mail their queries to [pscdlectl@gmail.com](mailto:pscdlectl@gmail.com) in the form and manner as prescribed in Annexure 5. The response to the queries will be published on [www.pudutenders.gov.in](http://www.pudutenders.gov.in). No telephonic / queries will be entertained thereafter. This response of PSCDL shall become integral part of RFP document. PSCDL shall not make any warranty as to the accuracy and completeness of responses.

**1.7.3** PSCDL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, PSCDL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring PSCDL to respond to any question or to provide any clarification.

**1.7.4** PSCDL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PSCDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PSCDL or its employees or representatives shall not in any way or manner be binding on PSCDL.

## **1.8 Amendment of RFP Document**

**1.8.1** All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

**1.8.2** The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. PSCDL also reserves the right to amend the dates mentioned in this RFP.

## **1.9 Supplementary Information to the RFP**

If PSCDL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

## **1.10 PSCDL's Right to Terminate the Process**

PSCDL may terminate the RFP process at any time and without assigning any reason. PSCDL reserves the right to amend/edit/add/delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

## **1.11 Site Visit and Verification of Information:**

**1.11.1** The Bidder are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

**1.11.2** PSCDL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives PSCDL adequate notice of not less than 5 (Five) days prior to such proposed visit.

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

- 1.11.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bid and prior to the award of Contract.

## 1.12 Key Requirements of the Bid

### 1.12.1 RFP Document/Tender Fee

RFP can be downloaded free of cost from the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in). RFP Document Fee of Rs. 1500/- (**Rupees One Thousand five Hundred Only**) shall be paid through online e- Tendering Payment Gateway only (<https://pudutenders.gov.in>) for submission of bid. The RFP document fee shall be non- refundable. Without the payment of tender fee the bids will be taken as incomplete and non- responsive and shall not be considered.

- 1.12.2 **Earnest Money Deposit (EMD):** all the bidders are exempted to pay the bid security deposit as per Government of India's guidelines. However the bidder has to submit the bid security declaration certificate in lieu of bid security in a stamped paper as per the standard format.

- 1.12.3 The Unsuccessful Bidder's Bid declaration certificate/bond will be returned on issue of Letter of Acceptance (LOA) to the Successful bidder. The Bid Security certificate, of the successful bidder would be returned upon submission of Performance Bank Guarantee in the format provided in Annexure 8 of the RFP.

- 1.12.4 The Bid submitted without bid security declaration, mentioned above, will be summarily rejected. Further more

- 1.12.5 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- 1.12.6 In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.

- 1.12.7 If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization.

- 1.12.8 If, during the bid process, any information is found false/ fraudulent/ malafide, and then PSCDL shall reject the bid and, if necessary, initiate action.

## 1.13 Bid Submission Instructions

### 1.13.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

### 1.13.2 Bid Submission Instructions

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

**1.13.2.1 Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:**

Particulars	Instructions
<b>Cover 1: Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 2</a> of the RFP. Technical Proposal shall also include following: -</p> <p>Proof of submission of RFP Document Fee and copy of bid security declaration certificate.</p> <p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <a href="#">Annexure 1</a> of the RFP</p> <p>Pre-Qualification Proposal along with supporting documents should be submitted through online bid submission process. <u>Hard copy of Original bid declaration certificate, Power of attorney, Technical Cover Letter, Technical proposal shall be submitted to the Chief Executive Officer, NO 2 Bussy street, Old court buildings,Puducherry-605001 before the due date and time as per NIT / latest Corrigendum if any."</u></p> <p>Technical Proposal should also be submitted through online bid submission process.</p>
<b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <a href="#">Annexure 3</a> of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only. Submission in Financial Proposal in hard copy will result in rejection of bid</p>

**Note: PSCDL will conduct the bid evaluation based on documents submitted through online e-tendering portal & hard copies submitted at the office of PSCDL.**

1.13.3 The following points shall be kept in mind for submission of bids

1.13.4 PSCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bids delivered in any other manner shall be treated as defective, invalid and rejected.

1.13.5 The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.

- a. PSCDL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.
- b. Technical Proposal shall not contain any financial information.
- c. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.25](#) of this RFP, and if the Bidder does not meet the technical evaluation criteria including pre-qualification, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- d. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which PSCDL reserves the right to reject the proposal.

## 1.14 Void

## 1.15 Late Bid and Bid Validity Period

Bids received after the due specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 60 days from the date of submission of the bid.

## 1.16 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. If any of the Bidders withdraw their bid during the validity period, they will be blacklisted in participating future tenders in PSCDL.

## 1.17 Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of PSCDL.

## 1.18 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at PSCDL's discretion.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **1.19 Authentication of Bid**

a. Authorized person of the bidder who signs the bid shall obtain the PSCDL letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

b. The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit the Bidder.

## **1.20 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **1.21 Evaluation Process**

1.21.1 PSCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders

1.21.2 The BEC constituted by PSCDL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

1.21.3 The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.

1.21.4 The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the bidder.

1.21.5 The BEC reserves the right to reject any or all proposals on the basis of any deviations.

1.21.6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.21.7 Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

## **1.22 Bid Opening**

**1.22.1 Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.**

1.22.2 PSCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.

**1.22.3 Bid opening shall be conducted in 2 (Two) Stages;**

**1.22.4 Stage 1**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## **1.22.5 (A) RFP Document fee & Bid Security declaration, Technical Proposal including Pre- Qualification Proposal**

1.22.6 PSCDL shall keep the samples of all bidders with it till the issuance of letter of acceptance to selected bidder. The samples of unsuccessful bidders shall be returned to them & it shall be their responsibility to collect them from the office of PSCDL at their own cost & risk

**1.22.7 Though PSCDL will take every type of safety measure but it will not be held responsible for any type of damage to the sample**

## **1.22.8 Stage 2 - Financial Proposal**

- a) **The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.**
- b) **The date & time of Table top presentation is on the day of submission of bid**
- c) **The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for PSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, PSCDL will continue process and open the bids of the all bidders**
- d) **During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether require tender fee has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. PSCDL has the right to reject the bid after due diligence is done.**

## **1.23 Evaluation of Technical Proposal**

The evaluation of the Technical Proposals will be carried out in the following manner:

### **Evaluation of Pre-Qualification Proposals**

- a. PSCDL shall open the tender submitted online and check for payment of Document Fee and bid security declaration certificate and then the Technical Proposal including Pre- Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. **Each of the Pre-**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

Qualification condition mentioned in Section 1.25 of the RFP is **MANDATORY**. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.

- b. The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the Annexure 1.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 1.25 of the RFP.

## Further Evaluation of Technical Proposals

1) PSCDL will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.

2) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, Completion Certificate, client contact information for verification, and all other components) as required for technical evaluation along with the Technical proposal.

3) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

4) PSCDL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

5) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.

6) PSCDL reserves the right to accept or reject any or all bids without giving any reasons thereof.

7) PSCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals

## 1.24 Financial Proposal Evaluation

- a. All Bidders whose bids are responsive to pre-qualification criterion shall be considered as Technically qualified. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.
- b. Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.
- c. Financial Proposals that are not meeting the condition mentioned in Annexure 3 shall be liable for rejection.
- d. Technically qualified bidder who has quoted all-inclusive lowest price, (i.e. **inclusive of GST, any other tax & levy charged by Central, State or at city level**) after arithmetic correction will be declared as L1 bidder.



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

e)

- i. If there is a discrepancy between the unit price and the line total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
- ii. If there is error in a total corresponding to addition or subtraction of sub totals, the Sub totals shall prevail, and the total shall be corrected and If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to above.
- iii. **If there is any discrepancy in the GST rate considered by the bidder in financial bid, it shall be the responsibility of the bidders to deposit correct amount of GST with the tax & shall keep client harmless& indemnified. Bidder shall raise no claim to client on account of considering wrong rate of GST in financial bid. However, in case the GST council revises the rate of GST, bidder shall pass on such benefit resulting from revision in rate of GST to client.**

## 1.25 Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

### **BID QUALIFICATION REQUIREMENT**

**The bidders who fulfill the “Bid Qualification Requirements” are eligible to participate in the tender process subject to submission of the following documentary evidences along with the tender.**

1) The Bidder shall be a registered Manufacturing Company /Firm in India manufacturing at least one of the major components of under this tender (post top latern OR DECORATIVE POLE) or the manufacturer’s authorized dealers or registered Electrical Contractor having Electrical License from any of the licensing board in Union of India in appropriate class or Consortium of Firms.(The offered items/materials have to be designed, manufactured and tested as per relevant IS/IEC Standards with latest amendment).

2) The Bidder in their own name should have satisfactorily executed the work of similar nature in any of the SEB’s/Public Utilities/ Municipalities in India during last Seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor /manufacturer/dealer.

a) Three similar works each costing not less than 40% of the estimated cost put to tender (Each single P.O shall be 40% of the estimated cost)

**OR**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

b) Two similar works each costing not less than 60% of the estimated cost put to tender (Each single P.O shall be 60% of the estimated cost)

**OR**

c) One similar work costing not less than 80% of the estimated cost.

**Similar works means:** Street lighting works consisting of Street light poles with LED street lighting.

- a) The Bidder should demonstrate through submission of experience certificates for collective experience
- b) Bidder should submit Client/Users Certificate of satisfaction for the work they have executed. The certificate for experience & performance report must be issued by the User Agencies.
- c) Net worth should be positive in last year.

**3.0 Technical Experience:** The Bidder should have following minimum experience:-

**(A) Qualification of the Original equipment manufacturer (OEM) as the Bidder:-**

- (i) OEM should have development center/ manufacturing facility in India.
- (ii) OEM/Bidder should have local service support office in ABD Area of Puducherry.
- (iii) The Manufacturer of LED luminaire /pole should have valid Technical License and should have all the standard test facilities.
- (iv) The manufacturer of Street light Pole/luminaire should be ISO 9001 certified and shall have experience of handling similar jobs in past. The Street light Pole manufacturer should have in-house civil, structural and product design facilities and the shaft is to be manufactured from ISO 9001 certified factory taking care of all aspects of design, quality, environment and safety.

**31. In case, the Bidder is an Dealer/Electrical Contractor or Consortium of firms, the conditions applicable to the Manufacturer shall also applicable to them and shall submit the credentials of the Manufacturer, in support of their claim .** Further, the Electrical Contractor/Consortium of firms has to submit the Guarantee certificate as per the Guarantee clause laid down in the tender. In addition, they shall submit the Back-up Guarantee of the Manufacturer for equipments to be offered.

**4.0 Qualification for EPC contractor/ Consortium of Firms as the Bidder:**

- (i) The bidder shall supply equipments as per this tender from any national / internationally reputed manufacturer of equipments who meets the QR as laid down in clause (A) above.
- (ii) The Bidder must obtain authorization from the manufacturer of equipments meeting the above criteria and also submit Back-up Guarantee of the Manufacturer.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

**5.0** The Average annual financial turnover of the bidder for last 3 each years (2018-19, 2019-20, 2020-21) shall be at least 30% of the estimated cost put to tender. Bidder(s) shall furnish the financial statement (Audited balance sheet) duly certified by Chartered Accountant in support of the requisite financial Turnover.

**6.0** The bidders are required to submit test certificates for LM 79 Report of Luminaire and LM 80 Report of LEDs Street Lighting system from one of the MNRE approved/ IEC/ NABL Accredited Test Laboratories in compliance of the specifications under this tender. The test reports shall be issued within 5 years from the date of tender publication. The offer of the bidder who does not enclose the Test certificates shall be summarily rejected.

**7.0** The bid shall be accompanied by the samples of each Luminary and decorative pole. The offer received without samples shall be rejected. The bid to be submitted with Dialux report and IES file of the luminaire System, with results .

**8.0** Bidder should have GST Registration, EPF Registration Certificate, PAN Card, ESIC certificate. Information regarding the constitution of the Applicant/firm e.g. Proprietary, Partnership, Private Ltd. etc. along with proof of the same such as copies of registration/ partnership deed etc.

**9.0** The Bidder may be a single entity or Consortium with approved OEM/ registered Electrical Contractor only, teaming/ partnering together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(a) Qualifying factors to be met collectively: (i) annual turnover from construction; (ii) particular construction experience and key production rates; (iii) construction cash flow for the subject contract; (iv) personnel capabilities; and (v) equipment capabilities;

(b) Qualifying factors for lead partner: (i) Annual Turnover from Construction; (ii) particular construction experience; (iii) financial capability to meet cash flow requirement of subject contract – not less than of 50 (fifty) per cent of the respective limits prescribed in case of individual contractors may be accepted; (iv) adequate sources to meet financial commitments on other contracts; (v) financial soundness;

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

(c) Qualifying factors for other partner: Same as for lead partner except that for the factors specified in (2) (iii) above, a lower limit of 25 (twenty-five) per cent may be accepted instead of 50 (fifty) per cent.

10.0 Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a **Consortium** agreement or under an existing agreement to form a **Consortium**. A **Consortium** shall be eligible for consideration subject to the conditions.

11.0 In case the bidder is a consortium, the consortium needs to qualify all of the above bid qualification requirements individually and together in addition to **Clause 10.4 under Section –IV “ General Instructions”**

The bidder should carry out the works in conformity with IEE/IS/BS wiring regulations for electrical equipments and the installation shall also comply with requirements of guidelines of MNRE of GOI, CEA Regulations and Rules as amended up to date and any revision thereof during the currency of the contract and Indian Electricity Safety Regulations, 2010 amended up to date. Where specified otherwise installation shall generally follow the Indian Standard Code of Practice in force. Unless or otherwise specified elsewhere in this specification, products covered under this tender shall conform to the latest revisions and amendments of standards issued by the Bureau of Indian Standards (BIS) and International Electro-technical commission (IEC). In case of imported materials, standards of the country of origin shall be applicable if these standards are equivalent or stringent than the applicable Indian Standards.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

12.0 In case of any contradiction between various referred standards / specification / data sheet and statutory regulations the following order of priority shall govern

- a) Statutory regulations
- b) Job specification
- c) Specification referred in the e- tender
- d) Codes and standards

13.0 Notwithstanding anything stated, herein, the PSCDL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the PSCDL, Puducherry.

14.0 All the original affidavits mentioned above should be signed by the authorized signatory only and should be submitted in a sealed envelope to the office of THE CHIEF EXECUTIVE OFFICER, PSCDL, PUDUCHERRY before the opening of the technical bid. The scanned copy should also be uploaded in the e-portal.

15.0 Individuals who are serving in Government / Government undertakings / Local bodies or associated with the Government / Government undertakings / Local bodies are not eligible to participate in the tender either as an individual or as part of an association of individuals or on behalf of a firm or company.

16.0 Contractors who have done similar work for other State Electricity Utilities and failed to meet the stipulated completion time will not be considered.

17.0The bidder should guarantee that the material should be of highest engineering quality and design and the components used in the manufacturing process should be of makes specified. An undertaking to this effect should be submitted with the offer.

18.0 The bidder should furnish an affidavit duly attested by a Notary stating that the firm has not been blacklisted on technical grounds by reputed Power utilities of any of the States in India, during the last three years.

19.0The bidder shall furnish an affidavit duly attested by Notary to the Office of the CHIEF EXECUTIVE OFFICER , PSCDL, Puducherry before the opening

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

of the technical bid, that the design of the equipment is free from legal encumbrances and that no legal case of any kind of litigation regarding the patent design is pending in any court of law.

**20.0** Notwithstanding anything stated, herein, the PSCDL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the PSCDL, Puducherry.

**21.0** The offer of the bidder who do not satisfy the “**Bid qualification requirement**” or who had not enclosed the documents & Affidavits as required under clause above shall be summarily rejected.

a) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online

b) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

The Sole Bidder or the consortium member should not have blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance.

***The bidder needs to submit appropriate supporting evidences to satisfy the criteria.***

## Important Instructions to Tenderers

**The agency interested in performing the work has to qualify the pre-qualification criteria.**

- a) Technical (including Pre-qualification) bids will be opened on date as per NIT.
- b) The bidders who submit the data sheet and technical specification of Proposed **Decorative street light pole with post top light fixture**, for project will be evaluated for technical qualification.
- c) **The LED lighting model should have excellent aesthetic appeal very similar to the pictures given in the RFP & the post top pole should be provided with the minimum carvings of cast iron at the base and top Pole.**
- d) The bids received after the last date and time prescribed in the tender document shall be rejected.
- e) The Tenderer is advised to carefully examine all instructions and abide to the terms & conditions specified in the Tender Document for filling up the tender form. Failure to furnish all the information required in the Tender Document, or submission of a bid not substantial responsive to the Tender Document in every respect might result in rejection of the tender.
- f) Conditional tenders will not be accepted.
- g) The Chief Executive Officer, PSCDL, PUDUCHERRY reserves the right to reject any or all tender / offers without assigning any reason thereof.
- h) NOTE: Even though the applicant satisfies the eligibility criteria, they are likely to be disqualified if they:
- i) Make untrue or false representation in the forms, statements and attachments

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- furnished in response to above clause and or having
- ii) Records of poor performance such as abandoning of works, not properly completing the contracts or financial failure etc.

## **1.26 Award of Contract**

**1.26.1 Cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item or not quoting rate for any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference with in the total quoted price shall be that of the Bidder.**

**1.26.2 The bidder who meets the Pre-Qualification requirement shall be qualified and financial Bid of such qualified bidder will be opened and bidder who has quoted lowest bid price inclusive of taxes & duties, GST etc will be considered as L-1 bidder.**

## **1.27 Letter of Acceptance (LOA)**

Prior to the expiration of the period of bid validity, PSCDL will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, PSCDL will promptly notify each unsuccessful bidder.

## **1.28 Signing of Contract**

PSCDL shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with PSCDL within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by PSCDL

## **1.29 Failure to Agree with the Terms & Conditions of the RFP / Contract**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event PSCDL may invite the next best bidder for negotiations or may call for fresh RFP.

## **1.30 PSCDL's Right to Accept any Bid and to Reject any or All Bids**

PSCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PSCDL's action.

## **1.31 Performance Bank Guarantee**

- a) Within Fifteen (15) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 3% of contract value to PSCDL. This period can be further extended**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

**by PSCDL on the written request of the bidder. In case the bidder fails to deposit the said performance guarantee within the period as indicated, including the extended period if any, the firm will be black listed without any notice to the bidder.**

- b)** The PBG shall be from a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c)** All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d)** The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by PSCDL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid up to the completion of the project + **36 months** for the Defect Liability Period + 60 days after defect liability period
- e)** In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- f)** In the event of the Bidder being unable to service the contract for whatever reason PSCDL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCDL under the contract in the matter, the proceeds of the PBG shall be payable to PSCDL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. PSCDL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- g)** PSCDL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.
- h)** On satisfactory performance and completion of the order in all respects and duly certified to this effect by PSCDL, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

## **1.32 Right to Vary Quantity**

- a)** At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased/decreased to 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b)** If PSCDL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c)** Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## 1.33 Defect Liability

### 1) Defect Liability Period

It is the period, as specified in the NIT, after certified total completion or after a suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/repairing, restoring to the original condition any apparent, virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/ occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect. **Defect Liability Period of work shall be 36 months from the date of handing over the work to owner.**

### 2) Defect Liability Period

The defect liability period of electrical work shall be **36 months** from the date of handing over the work to owner.

### 3) Completion of Outstanding Work and Remedying Defects.

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairer and tear excepted) by the expiry date of the relevant Defects Notification Period or 1 as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in-charge, and
- (b) Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works.

If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost within the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.

### 4) Cost of Remedying Defects

All work referred to above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

Contractor, if and to the extent that the work is attributable to:

- i) Any design for which the Contractor is responsible,
- ii) Plant, Materials or workmanship not being in accordance with the Contract, or
- iii) Failure by the Contractor to comply with any other obligation. The cost to be debited shall be arrived at as under:
  - i) Cost of remedial work (including taxes) as paid to other agency or debited to the contractor if the remedial action is taken up by the department/ organisation, plus
  - ii) A compensation of 15%, less
  - iii) Credit the cost of materials, hire charges of Contractor's plant and machinery if used in the remedial work.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.

## **5) Extension of Defects Notification Period**

The Procuring Entity shall be entitled subject [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/ or erection of Plant and/ or Materials was suspended the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

Contractor liable for Damages done and for Imperfections

- 6)** If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defect or improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.

## **7) Failure to remedy the defect**

If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the Defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor [Cost of Remedying Defects], the Procuring Entity may (at his option):

- a)** Carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage;
- b)** Require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price or
- c)** If the Defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

## **8) Removal of Defective Work**

If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security.

## **9) Further Tests**

If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28Days after the Defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 1.8 (c) [Cost of Remedying Defects], for the cost of the remedial work.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **10) Contractor / Third Party Quality Inspection Agency to Search for the Cause of the Defect.**

The Contractor or third-party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect, under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 1.8 (c) cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge and shall be included in the Contract Price or of the third party quality inspection agency.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **2. SCOPE OF WORK AND TERMS OF REFERENCE**

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **2.0 SCOPE OF WORK AND TERMS OF REFERENCE**

2.0 The scope of the work includes Engineering, survey, design, installation, testing and commissioning of 4 m decorative poles with post top decorative luminaires in ABD area of Puducherry under smart city mission.

Locations: 1) From Botanical garden to NSC BOSE road (Subbiaha salai-  
length 700M approx. Road width 13-14 M.

2) Ajantha signal to old distilleries (SV PATEL SALAI)-  
Length -700 M approx. Road width 13-14 M.

3) kamban kalaiarangam to Dumas street junction. Road length  
approx.-1100 metres and road width 13-14 metres

## **2.1 DETAILED SCOPE OF WORK**

**Following are the major scope of work:**

- i) Engineering, survey, design, Supply, installation, testing and commissioning of 4 meter decorative pole with accessories including civil works.
- ii) Engineering, survey ,design Supply, installation, testing and commissioning of post top luminaire and its associated accessories.
- iii) Supply, laying, glanding and termination of 1.1 KV 4 core (XLPE insulated armoured power, from lighting control panels in HDPE ducts to outdoor lighting poles.
- iv) Supply, installation testing and commissioning of copper bonded earth electrode and , earthing compound , earth pit cover, earth flats , nut bolts, clamps etc. and earthing of, Lighting Control Panels and junction box, cable trays at two different points, earthing of each lighting pole.
- v) Supply, laying and commissioning of GI PIPE/DWC / HDPE pipes and all other materials for foundation like cement, steel, sand gravels of suitable size as required shall be in the scope of contractor.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- vi)** Supply, installation, testing and commissioning of all wiring materials and wiring up of light points..
- vii)** Preparation of working drawing before installation, to match the requirement and approval from the employer representative.
- viii)** Laying of warning tape in buried cable trenches for protection of cable.
- ix)** Testing of Cables before Laying, Jointing, commissioning etc. as required.
- x)** Labelling of equipment's like light poles, earth pits, design specifications and relevant standards.
- xi)** Liaison with PED and obtain power supply for street lighting system from PED.
- xii)** Supply and fabrication of Civil foundations as recommended by the manufacturers. shall be in the scope of the contractor.
- xiii)** All the civil works such as excavation of earth, laying of Hume pipes/ HDPE pipes/ DWC pipes in soil, concreting if required, back filling of excavated earth, providing man holes as required for cable laying and jointing as per standards.
- xiv)** Adequate length of cable/ loop shall be provided at the end terminations for future termination.
- xv)** Post-Installation: Training of Client's engineer / electrician / staff on the basic working principles, safety measures and maintenance of the solar power plant. Daily remote monitoring of system via internet. Periodic site visits and follow ups.

## **2.2 INSPECTION**

All the items/ LED fixtures/ Decorative poles will be got inspected at manufacturer's premises by the owner before it is transported at the site failing which it will be treated as breach of contract.

## **2.3 DRAWINGS**

The contractor will furnish three sets of all the drawings required for execution of work after detailed design and engineering for approval to PSCDL at the earliest but not later than 10 days after award of contract. The owner/ consultant will approve the drawings. Within 15 days after receipt and these approved drawings will be considered as Good for installation for execution at site. Similarly, all the drawings, in respect of equipment's to be purchased from approved

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

Vendors shall be submitted to PSCDL/ consultant for approval and these drawings. Shall also be approved within 15 days after receipt. Any equipment purchased by the contractor without the approved drawing will be treated as a breach of contract. Lighting layout drawing, lighting design report, single line diagram of panel shall also be submitted.

## **2.4 TECHNICAL SERVICES**

The following technical services shall be in the scope of the Bidder:

- a) Liaison with Central/state Government Departments/PED/ CEI/CEA or any other authorities concerned on for matters like work entrustment, vendor approvals, drawing approvals, PTCC, approvals and any other matters connected with the work and gets the approvals within the specified time for successful completion of work for all matters including obtaining approved designs & drawings, and commissioning of the Project including all incidental costs incurred thereon. PSCDL, however, will provide only all the required administrative supports to the contractor in this regard and also would reimburse to the Contractor all the statutory charges paid to the departments like PED/CEI/CEA on production of official receipts thereon.
- b) Liaison with ELECTRICITY DEPARTMENT,PUDUCHERRY(PED) for approval of technical specifications, materials, inspection, quality control, testing and commissioning of newly installed equipment, total responsibility for the completeness of the project including erection testing and commissioning.
- c) The successful tenderer shall take the responsibility of obtaining all statutory clearances from all statutory bodies, on behalf of the PSCDL.
- (d) Working drawing and layout engineering of Electrical and Civil & structural work.
  - e) Submission of QAP and Test certificates.
  - f) Arranging inspection of the materials by the employer/ employer representative by bidder .
  - g) Submission of As Built drawing after commissioning of project.
  - h) All materials /machinery/items used in the subject package shall be provided according to specification given herein. All electrical items shall be supplied from the "List of Preferred makes". Prior approval from Employer shall be taken for the equipment/ items not available in the list.

## **2.5 SPARES**



# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

The contractor shall supply 1 % of consumables like fuses, MCBS and other essential spares after successful commissioning and handing over of work.

## **2.6 GENERAL CONSTRUCTIONAL PRACTICES**

### **CONSTRUCTION MANAGEMENT**

- i. The design and workmanship shall be in accordance with the best engineering practices to ensure satisfactory performance throughout the service life. If at any stage during the execution of the contract, it is observed that the erected equipment(s) do not meet the above minimum clearances as required under existing laws and statutes, the contractor shall immediately proceed to correct the discrepancy at his risks and cost.
- i. The specifications are intended for general description of work, quality and workmanship. The specifications are not however exhaustive to cover minute details and the work shall be executed according to relevant latest Indian Standards Specifications. In the absence of the above, the work shall be executed according to the best prevailing practices in the trade, recommendations of relevant American or British Standards or to the instructions of PSCDL / PED. The Bidder is expected to get himself clarified on any doubts about the specifications etc. before bidding, and the discussions recorded in writing in respect of interpretation of any portion of this document.
- ii. The nature of the work is such that the installation work shall be carried out promptly and in a minimum time to avoid undue interruption in supply to the existing consumers. The Contractor shall engage sufficient number of workers and supervisory staff to ensure that the installation work including the Commissioning of the Facility is done with minimum interruption time.
- iv. The contractor shall take all necessary precautions to protect all the existing equipments, structures, facilities & buildings etc. from damage. In case any damage occurs due to the activities of the Contractor on account of negligence, ignorance, accidental or any other reason whatsoever, the damage shall be made good by the Contractor at his own cost to the satisfaction of the Engineer.
- v. During the progress of work, the Engineer will exercise supervision of the work to ensure that the technical provisions of the contract are being followed and the work is being executed accurately and properly. However, such supervision shall in no way relieve the Contractor of the responsibility for executing the work in accordance with the specifications.
- vi. The Contractor shall do complete coordination with all local & statutory agencies for execution of complete works.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- vi. The Contractor shall obtain approvals & clearances and right of way from all agencies involved.
- vii. All lines shall generally be routed through public land / along the road. The Contractor shall arrange at site all the equipment, instruments and auxiliaries required for testing and commissioning of equipment.
- ix. All the raw materials such as steel, zinc for galvanizing, reinforcement steel and cement for foundation, coke and salt for earthing, bolts, nuts, washers, danger plates, phase plate, number plate etc. required for lines & its structures shall be included in the scope of supply. Bidders shall clearly indicate in their offer, the sources from where they propose to procure the raw materials and the components.
- x. The Contractor shall ensure that the Supervisor appointed by him will observe the safety aspects before start of construction activities and the safety set-up chart shall be prepared and displayed at a conspicuous place.
- xi. Contractor shall follow statutory regulations stipulated in Electricity Act 2003 with all amendments till date, CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, CEA (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011 and also comply with all the statutory rules and regulations prevailing in UT OF PUDUCHERRY including those related to safety of equipment and human beings.
- xii. The Contractor shall be responsible for transportation to site of all the materials to be provided as well as proper storage and preservation of the same at his own cost, till such time the erected line is taken over by the PSCDL.
- xiii. The Contractor shall furnish PSCDL all drawings for review. He shall list the detailed requirements of interface between Contractor's work and the material and services to be supplied by Contractor.
- xiv. The Contractor shall have to engage their skilled personnel to render Technical Assistance & Guidance to take care of the material guarantee throughout the erection programme.
- xv. Contractor shall make his own necessary arrangements for the following and for those not listed anywhere else:
  - A) Construction power supply at all work areas
  - B) Construction water.
  - C) Construction office and store (open & covered)
  - D) Construction workshop and material/field testing laboratory
  - E) Boarding & lodging arrangement for their personnel.
  - F) Fire protection and security arrangements during construction stage

*PSCDL. will not be responsible for any accident that occur at any stage of the work nor will be responsible for any payment of compensation in case of any mishap, and*

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

*if any legal dispute arises, then Contractor will have to resolve it, at his risk and cost.*

## **2.7 Demolition**

The Contractor shall perform the removal of all existing facilities in accordance with the specific directions of the Authorized Personnel. All materials removed shall remain the property of PED, and the Contractor shall deliver all salvaged materials to the PED Store, or as specifically directed by PSCDL in writing.

## **2.8 Clean up:**

The Contractor shall ensure that all work sites shall be free of all manner of debris resulting from the construction activity.

All crating, conductor reels, packaging materials, conductor scraps, and other miscellaneous items are removed from the workplace. All holes resulting from removal of facilities shall be filled. If trees or brush have been cut or trimmed, all cuttings shall be removed. The worksites shall be left in clean natural conditions.

Site clean-up shall be an integral part of the Provisional Acceptance process, and no line section shall be provisionally accepted unless all clean-up work has been accomplished.

## **2.9 Tree Cutting and Trimming:**

Any tree cutting or tree trimming shall be accomplished by the Contractor in coordination with PSCDL. All cutting shall be removed by the Contractor with disposition of cutting as specified by PSCDL.

## **2.10 Interruptions to Existing Service:**

The Contractor shall arrange for required interruptions of existing service in coordination with PED and such interruptions shall be minimum.

## **2.11 Guidelines for quality control during construction:**

The supervision and inspection shall be carried out based on the following documents to be provided by the SUCCESSFUL BIDDER: -

- a) Approved route map with pole/ cable schedule.
- b) Quality assurance plan agreed upon by PSCDL/PED Ltd. and turnkey contractor. Contract documents/Letter of award & special conditions of the contract.
- c) Technical specifications of the turnkey contract, for supply and erection of all equipment and materials.
- d) Relevant drawings/ blue prints, area distribution maps and schematic diagrams. Material Specifications and Construction Standards.

## **2.12 Project monitoring & supervision**

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

Physical verification will be carried out by PSCDL at works are reported to have been completed by the Contractor.

PSCDL Engineers may inspect rectification work carried out by the turnkey contractor.

## **2.13 Supervision of quality of material used & works executed and construction standards adopted during construction.**

The supervision & inspection of quality of materials & equipment used and works executed and construction standards adopted during construction, should be guided by the relevant portions/ sections of following guidelines and documents in the sequence they are mentioned hereunder, for the type of works being undertaken as per the turnkey contract:-

a) Approved Drawings

b) The technical specifications, of the turnkey contract, for supply and erection of all equipment and materials, including the scope of works etc.

## **2.14 Adherence to Indian Electricity regulations**

a) The Contractor shall follow Central Electricity authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010,

b) Central Electricity Authority (Safety requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011

c) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010,

d) and other existing laws, rules and statutes with regard to construction, erection and commissioning of electrical installations.

## **2.15 Pre Commissioning checks**

Pre-Commissioning Checks: Contractor shall perform any additional test based on specialties of the items as per the Field Quality Plan/ instructions of the equipment's manufacturer or PSCDL without any extra cost to the PSCDL

## **2.16 Functional Performance Testing (FPT)**

The objective of Functional Performance Testing (FPT) is to demonstrate that each system operates according to the Contract Documents through all specified modes of operation. The Contractor shall provide all documentation as requested by PSCDL. The Contractor shall place equipment and systems into operation and continue the operation as required of the testing activities.

a) The Contractor shall provide skilled technicians to operate the systems during functional performance testing.

b) The Contractor shall correct any deficiencies identified during testing and retest

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- equipment as required.
- c) Functional performance testing is intended to begin upon completion of a system. Unless specifically agreed to by the Engineer-in-charge, all support systems shall be complete prior to FPT.
- d) Contractor shall inspect the installation and validate that all prerequisite work is complete.
- e) All pre-commissioning checks, system testing and site testing has been completed and passed without any major deficiencies. Test documents of all equipment's, complete in all respects, shall be handed over to PSCDL. prior to start of FPT.
- f) The contractor shall be confident that the energization of the electrical equipment/ network will be trouble free and that all controls and protective systems will function properly.
- g) Upon successful completion of all functional performance tests, the Contractor shall request for operation acceptance.

## **2.17 Operational Acceptance Criteria**

A Certificate of Operational Acceptance can be requested by the Contractor only when-

- a) Functional Performance testing has been completed satisfactorily.
- b) All open issues have been identified and a "punch list" has been prepared. Punch List shall indicate System and equipment or component name, Equipment location and identification number, identified deficiencies, work required, estimated date of rectification etc.,
- c) All essential training of personnel has been completed and any additional or supplemental training schedules are agreed to and in place.
- d) The request for a Certificate of Operational Acceptance shall be accompanied by: A Formal Request for a Certificate of Operational Acceptance.
- e) The completed Site Inspection Report, as per approved Field Quality Plan (FQP), verifying that all work, for which operational acceptance is requested, has been inspected and validating that it has been constructed in accordance with the approved design and Standards.
- f) A copy of the approved design & construction drawing along with a list of all approved and non- approved amendments.
- g) All related system configuration and single line diagrams and documentation are in place, and have been approved by the Engineer-in-charge.
- h) An As-Built hard copy drawing highlighting and listing all outstanding works. Operation and Maintenance Manual of all equipment.
- i) A Bill of Quantities with Costs prepared in accordance with PSCDL's requirements for all works that are to become PSCDL's asset.
- j) The submission must be complete and include all the elements for the works. PSCDL

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

will not accept incomplete submissions. Where PSCDL considers the Submission to be incomplete, the Contractor will be advised by PSCDL.

## **2.18 Operational Acceptance Certificate**

Upon completion of the review process and the Submission assessed as complying with the Requirements, a Certificate of Operational Acceptance will be issued to the Contractor. The contractor shall carry out the operation and maintenance of the system for which a certificate of operational acceptance has been issued.

## **2.19 Handing over of Asset:**

After successful completion of project, Electrical equipments covered in the contract of project area is to be handed over to the PED. The handing over note, covering the details of all the total materials used and total work executed must be signed jointly by the Contractor and the Engineer in charge of the work. Copy of handing over note must be attached along with final bill.

## **2.20 SAFETY AND PROTECTIONWORK AND SAFETY:**

- a) Safety of Contractor's employees and the general public during the execution of contract work is the responsibility of the Contractor. The Contractor shall ensure safety of all the workmen, materials, plant and equipment belonging to him or to the others, working at the Site.
- b) The bidder shall comply with all the statutory rules and regulations prevailing in the U.T including those related to safety of equipment and human beings.
- c) The Contractor shall also provide for all safety notices and safety equipment required by the relevant legislations and deemed necessary by Government/ PED . In addition, the Contractor shall ensure that its employees are adequately trained in safety matters.
- d) All equipment used in the project shall meet Indian Standards and where such standards do not exist, the Contractor shall ensure these too be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per any existing Guidelines/rules in this regard.
- e) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need and as may be directed by PSCDL/PED, who will also have the right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability.
- f) In case of any accident of any sort, the Contractor shall be responsible for:
  - 1)extend all medical assistance to the injured
  - 2)Make compensation for any damages claimed in respect of the accident, in charging

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

compensation for loss of property intimating the Board and to all the authorities as per law.

- g) The Contractor shall not continue if the work is being carried out in such a way as may cause accidents and endanger the safety of the persons and /or property.
- h) The Contractor shall follow all the safety procedures stipulated by PSCDL/ PED after award of Contract which will form part of the Contract.

## 2.21 Site Safety:

- a) Adequate safety equipment's shall be provided to all the workers, like hand gloves, head gear, safety belts, safety shoes etc. Meggers & testers shall be provided in sufficient quantity.
- b) Only persons having qualifications specified by PED Ltd. shall be engaged to carry out all types of electrical works.
- c) In order to maintain safety, it is necessary to work to a framework of rules to suit the wide range of site situations. The effect of human factors, as well the physical environment in which work takes place should be considered in the application of these rules.
- d) The bidder/Contractor shall have a documented electrical safety management policy. The policy shall contain information on:
  - a. The application of electrical safety rules
  - b. Training and competency
  - c. Written authorization of people
  - d. Review and audit of compliance The Contractor shall have suitable written procedures to ensure that electrical safety rules are applied to all site operations.

## 2.22 Supervisor

- a) It shall be the duty of Supervisor employed by the Contractor to ensure safety aspects of the equipment, workmen and workplace. He shall be nodal person in respect of safety.
- b) The name and address with his telephone Nos., mobile Nos., Fax Nos. and Email id for contact of such **Supervisor** of the Contractor will be promptly informed in writing to the before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

## 2.23 Responsibility of Supervisor

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

Supervisor is responsible for:

- (a) Contacting the Authorized Person of respective section office of PED to avail the applicable permit as and when and required subsequently hand over the same to PED.
- (b) Coordinating equipment conditions & work activities with all job site supervisors.
- (c) Communicating the conditions of lines or equipment to all crews.
- (d) Informing the authorized person of respective section office of PED Ltd. of any permit transfers to other authorized personnel.
- (e) Notifying the authorized person in PED Ltd. if there is a change in the scope of work or job conditions.
- (f) Contacting the authorized person in PED Ltd. to report clear of the applicable permit as soon as the work is completed.
- (g) Ensuring that it is safe for the circuit/equipment to be re-energized.
- (h) Reviewing & answering that all applicable work practices are followed.
- (i) Responsible for the safety of all personnel at the work location & for the overall coordination & supervision of the job.

## **2.24 Authorization**

The Contractor will have to forward the list of the Supervisor ( Diploma Holders / ITI Certificate Holders) whom they deem fit (based upon the work experience / knowledge of the system / level) to guide /supervise the working teams on the electrical equipment of PED Ltd.

## **2.25 5 Fire and Safety Protection**

The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction site and equipment and material stores in safe containers. All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract. The contractor shall provide enough fire protection equipment of the requisite type and quantity for the ware house, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all time.

## **2.26 Workman Compensation**

The Contractors shall take out a comprehensive insurance policy under the Workman



# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

compensation Act 1923, to cover such workers, who will be engaged to undertake the jobs covered under this Work Order and a copy of this insurance policy will be given to Employer solely for its information, reference and records. The contractor shall ensure that such insurance policies are kept at all times. The Contractor shall keep the Employer indemnified at all times, against all claims that may arise under this Work Order, including claims of compensation under the provisions of Workmen Compensation Act 1923, as amended from time to time or any compensation payable under any other law for the time being in force by any workman engaged by the Contractor/Sub-contractor/Sub-agent in carrying out the job involved under this work order and against costs and expenses, if any, incurred by the Employer in connection therewith and without prejudice to any of the Employer's rights make recovery. The Employer shall be entitled to deduct from any money due to or to become due to the Contractor under this work order or under other contract, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Contractor shall abide by the decision of the Employer as to the sums payable by the Contractor under the provisions of this Clause. In case the Employer becomes liable to pay any wages or dues to the labour, Government agency under any of the provisions of the Minimum wages Act, Workmen Compensation Act, Contract Labour Regulation Act or any other law due to act of omission of the Contractor, the Employer may make payments and shall recover the same from the Contractor's invoices.

## **2.27 Accident Reports, Records and Investigation**

All accidents, which result in injury or not, shall be promptly reported to Engineer in Charge of PSCDL. Every accident should be investigated to determine the cause and what steps are needed to prevent a recurrence. It shall be the responsibility of the Assistant Engineer in charge of the work to get complete details of the accident as soon as possible after it occurs.

## **2.28 Documentation**

An Electrical Safety Manual providing guidelines on safety procedures and practices, especially focusing on lighting work, with sketches/ photographs wherever possible, shall be prepared by the Contractor, to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all employees and outsourced personnel, so as to prevent accidents to themselves, the public (community) and PSCDL property.

For every work site the following minimum documentation must be produced by the Maintenance Supervisor prior to commencing work:

- a) Safety check sheet
- b) Safety permit to carry out the work.
- c) These documents must be retained in job files for verification and audit.

The following documents shall be maintained for safety audit:

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- d) Incident Report
- e) Information of Accident
- f) Accident Investigation Report
- g) Tool Kit List
- h) First Aid Box Record
- i) . Fire Extinguisher Record

## **2.29 Terminal Point**

The terminal points of in Open Space will be from the Lighting control panel/ PED LT metering point. Similarly, the terminal point will be individual light fixture from lighting control panel.

## **2.30 CAPACITY BUILDING**

- (a) The CONTRACTOR needs to provide training to PSCDL employees and other stakeholders as directed by PSCDL for capacity building;
- (b) The CONTRACTOR shall prepare all the requisite audio/visual training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
  - a. Training manuals for PSCDL employees / stakeholder departments;
  - b. Computer based training modules;
  - c. Presentations;
  - d. User manuals;
  - e. Operational and maintenance manuals for Smart Components implemented;
- (c) The CONTRACTOR shall maintain a copy of all the training material on the portal and the access will be provided to relevant stakeholders depending on their need and role. The access to training on the portal would be finalized with PSCDL. CONTRACTOR has to ensure the following points:
- (d) For each training session, the CONTRACTOR has to provide the relevant training material copies to all the attendees.
- (e) The contents developed shall be the property of PSCDL with all rights.
- (f) The CONTRACTOR has to ensure that the training sessions held are effective and that the attendees would be able to carry on with their work efficiently. For this purpose, it is necessary that the effectiveness of training sessions is measured. The CONTRACTOR will prepare a comprehensive feedback form that will capture necessary parameters on measuring effectiveness of the training sessions. This form will be discussed and finalized with PSCDL.
- (g) After each training session, feedback will be sought from each of the attendees on either printed feedback forms or through a link available on the web portal. One member of the stakeholder group would be involved in the feedback process and he/she has to vet the feedback process. The feedback received would be reported to PSCDL for each training session.

## **2.31 HANDING-OVER OF THE SYSTEM DURING EXIT PERIOD**

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

The CONTRACTOR shall hand over to the PSCDL the following before the expiry of the contract or in the case of termination of Contract by PSCDL with Justifiable reason as specified elsewhere in the RFP:

- (a) A complete list of Hard and Soft Assets with its records over the past period.
- (b) All the assets in good working condition as per tech specification or its upgraded version. In case any asset is not in working condition, CONTRACTOR shall ensure that the same is made good as per required standard and performance and handed over within the Exit period.
- (c) All software along with the confidential information related to it like user name and passwords and hardware keys if any. It shall also hand over all the rate contract if any signed with the software company for continuity of services.
- (d) Information relating to the current services rendered and technology and technical data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project;
- (e) All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable PSCDL and its nominated agencies, or its replacing CONTRACTOR to carry out due diligence in order to transition the provision of the Project Services to PSCDL or its nominated agencies, or its replacing CONTRACTOR (as the case may be).
- (f) The duration of 60 working days after completion of the contract period shall be considered as Handover/ Exit period during which CONTRACTOR shall give full access to its premises, records, data base and assets related to this project.
- (g) All the information as indicated above which is handed over to PSCDL should not be copied, sold or reused by CONTRACTOR under any circumstances without any written approval from PSCDL.
- (h) In case this handover happens before the completion of O&M period, the CONTRACTOR shall ensure that the technology provider shall continue to support the assets and systems till the end of the O&M Period.
- (i) The CONTRACTOR shall not retain any data, security codes, and other confidential documents including any type of customer survey data with them.

During the Exit period CONTRACTOR shall not reduce any manpower or replace any Manpower willfully as available on the day of issue of Notice. In case the CONTRACTOR reduces the manpower then PSCDL shall charge Rs. 1000/- Per person per day as penalty for the remaining period.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **3.0. TECHNICAL SPECIFICATIONS**

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **3.0 TECHNICAL SPECIFICATIONS**

### **3.1 ELECTRICAL -STANDARD SPECIFICATIONS**

#### **Applicable Codes and Regulations**

Electrical arrangement shall be based on BS: 7671 - 2001 "Requirements for electrical installations. IEE Wiring Regulations - Sixteenth edition" or other internationally recognized equivalent standard approved by the Employer's representative examples of which are:

EA	Electricity Act 2003
BS	British Standard
EN	Euro Norm Standard
ISO	International Standards Organization
IEC	International Electro-Technical Commission
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection association.
IS/BIS	Bureau of Indian Standards

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Local Codes, Regulations and Standards

Unless otherwise stated, the electrical system shall be governed by all applicable local codes, code of practices regulations and standards (all latest) issued by the local agencies such as:

- 3.1.1 Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date.
- 3.1.2 Central Public Works Department (Central/State)
- 3.1.3 PED
- 3.1.4 National Safety Council
- 3.1.5 CEA regulations.

The Contractor shall ensure compliance with the regulations laid down by local authorities i.e., Government, Municipal, Electrical Inspector, and all other statutory agencies including fire safety regulations, fire insurance regulations or other local codes and obtain approvals from relevant authorities at appropriate stages of work as required.

## TECHNICAL SPECIFICATION

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

### Post top Lights .

The vendor shall be an established original manufacturer of decorative type aesthetically designed Post Top LED lights fixtures and decorative poles with the relevant lighting industry experience of minimum 5 years.

The architectural theme selected for the post top fixtures is as shown in the figure below or closely similar as given below. The luminaire layout shall also follow a pattern shown below. Bidder shall preferably offer the lighting fixtures meeting the above theme.

### ***Architectural Post Top Pole***

Product Description

#### **Supply of 4.0 Mtr height decorative pole:**

1. 4-M height post type decorative pole shall be made up of mild steel /steel tube complied with IS 1161/IS 3601, minimum of not less than 2.5-3mm mm thickness . It shall have two sections. Bottom section shall be minimum height of 1M with bottom dia of the pipe shall be not less than 140 mm. The bottom section shall be provided with cast iron embellishments. The upper section shall be not less than 3 M with minimum dia of 76 mm. In the middle of the upper section pipe, there shall be a cast iron embellishment and the bottom of the upper section pipe shall also have a cast iron embellishment with ornamental ring. All the decorative embellishments shall be cast iron. The base arrangement shall be made to provide pleasing aesthetics. Wind pressure calculation and structural calculation report as per EN 40 shall be submitted to verify the pole design. The picture shown is indicative one and the bidder can offer better models conforming to the technical requirements. The poles with Higher technical requirement shall also be accepted without any

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

additional cost.

2. The Pole is to be provided with a suitable surface mounting base plate (steel of grade E250 to IS 2062 : 2011) and welded at the bottom of the pole with supporting gussets .Pole shall be mounted on square base plate , suitable for mounting on 4 nos foundation bolts. Hot dip GI foundation bolts and nuts (Grade 4.6 to IS 1367) shall be supplied with the poles.
3. The Pole Shaft/pipe should be fabricated out of Steel tube of grade YST 210/240 and the batch test reports for chemical and mechanical properties of material, should be submitted along with the bid. **The pole shaft and base plate shall be hot dip galvanized as per the relevant IS before the coating of epoxy primer.** Special V-Groove technique with MIG welding process shall be used between various sections of the pole. The welding shall be of high quality, carried out by qualified welders using approved welding procedures and tested for its quality through NDT method, such as DP Test . No mechanical operation, such as welding, drilling, etc. should be carried out on the pole structure post hot dip galvanizing. Poles using pre galvanized steel tubes or hot dip galvanized through double dip process are not acceptable.
4. Complete pole shall be treated with high quality epoxy zinc rich penetrating primer 45 microns and thereafter coated with Polyurethane paint( Marine grade paint) to minimum average DFT of 70 microns. The painting shall be carried out by experienced and trained technicians using proven and established painting procedure. Controlled' paint drying process shall be used to ensure proper adhesion and finish of the paint. All the embellishments shall be made of cast iron and shall be painted with Gold colour. Wherever special finish of antique gold is done, an additional coat of lacquer shall be provided. The painting shall conform to IS 12944 for C5 M class environment.
5. The pole junction box/control box shall consist of 6A MCB with built in terminals for housing 3.5 Core 25 Sq MM armoured aluminium cable and die cast aluminium service door and safety chain. Appropriate reinforcement shall be provided to compensate for the loss of section at this point to ensure overall structural stability of the pole under specified operating conditions.
6. The pole shall be of 'composite' construction designed to withstand specified 'dead load' pertaining to the luminaire and its mounting accessories and 'wind load' corresponding to a basic wind speed of 160kmph without any deformation or damage to the structure.
7. Testing of Heritage Poles :
  - a. Dry Film Thickness Test — At the time of inspection, for each Lot
  - b. Structure Stability Test - One pole shall be sent for the Test from Any Lot decided by PSCD Land bidder shall submit a test report from any authorised laboratories.

## **2. DECORATIVE LIGHT SPECIFICATION**

Supply, Installation, Testing and Commissioning of high end LED heritage decorative post top luminaire in 4.0 mtr architectural corrosion free pole.

Modern heritage post top luminaire, integral model, totally weather proof aesthetically contoured with improved long lasting protection against ingress of dust/moisture/insects inside optical compartment. Luminaires BIS approved( along with BIS certification of model street light family confirming to IS 10322 & LM79 parameters.

The system lumen should be not less than 5000 lumens with system wattage should be less

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

than 45W. The luminaire efficacy should be greater than 120 lm/ W. The luminaire should be with CCT of 3000K; CRI > 70. The luminaire should have the useful life L80B10 up to 50,000 hours. The average ambient temperature range shall be 20 to +50 °C, the driver mains voltage shall be 220-240 V/ 50 Hz. The luminaire shall have a special road optics of distribution spread angle (C90 - C270) not less than 150° and throw angle (C0 - C180) more than 50° using special lens. The operating power factor should be > 0.95 and THD < 10%. The LED should be SMD type (not COB type) with special lens. The Optical cover should be clear Tempered flat glass. IP rating shall be IP66 and IK rating shall be IK09. The Housing should be with high-pressure aluminum without glass compartment . Light module exchangeable by opening screw at the top of the canopy. Pole entry should be Post top: 60 to 80mm, Weight shall be less than 15 kg. The luminaire shall have an in-built surge protection of Surge protection min 4 kV (standard). The luminaire is provided with Inbuilt auto cut off arrangement to save from abnormal power fluctuation. Fixture is having external surge protection of 10KV The luminaire should be with Certification CE and ENEC. Electrical class Class I and Class II. The luminaire dimension shall be greater than or equal to (600-750) x (300-400) x (300\_ -400 ) mm (Height x Width x Depth). The driver efficiency shall be > 85%. The bid to be submitted with Dialux report and IES file of the luminaire System. The dimension given is indicative only. The bidder can propose better models also without seeking any additional cost

Guarantee for new Light Fixtures and poles:

The LED lighting system including drivers shall be guaranteed for satisfactory performance and manufacturing defects for a period of 3 years from the date of commissioning and issue of Taking over certificate. The Contractor shall replace the LED luminaires including driver, free of cost in the event of failure due to design, manufacturing, installation etc. during Defect liability period.

## **Other Works to be done by the Contractor**

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost: -

- Foundations for equipment's and components where required, including foundation bolts.
- Cutting and making good all damages caused during installation and restoring the same to their original finish.
- Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.
- Painting at site of all exposed metal surfaces of the installation other than pre- painted items like fittings, fans, switchgear/ distribution gear items, cubicle switchboard etc. Damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-charge.



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

- Storage and Custody of Materials
- Testing and commissioning of completed installation.

## **Electric Power Supply and Water Supply**

Unless and otherwise specified, power supply and water supply will be arranged by the contractor at the site for installation purpose.

Contractor will take due care to ensure safety of electrical installation during execution of work.

## **Tools for Handling and Erection**

All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

## **Conformity to IE Act, IE Rules, and Standards**

All Electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). List of Rules of particular importance to Electrical Installations under these

General Specifications is given in Appendix C for reference.

## **General Requirements of Components**

### **a. Quality of Materials**

All materials and equipment's supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

### **b. Inspection of Materials and Equipment's**

Materials and equipment's to be used in the work shall be inspected by the PSCDL officers. Such inspection will be of following categories:

- 1) To receive materials at site with Manufacturer's Test Certificate(s).
- 2) To inspect materials at the Authorized Dealer's Good owns to ensure delivery of genuine materials at site.
- 3) To receive materials after physical inspection at site.

### **c. Ratings of Components**

- 1) All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used.
- 2) All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

### **d. Conformity to Standards**

All components shall conform to relevant Indian Standard Specifications, wherever existing.

Materials with ISI certification mark shall be preferred.

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Workmanship

- (a) Good workmanship is an essential requirement to be complied with. The entire work of manufacture/ fabrication, assembly and installation shall conform to sound engineering practice.
- (b) Proper Supervision/Skilled Workmen
- (c) The contractor shall be a licensed electrical contractor of appropriate class suitable for execution of the electrical work. He shall engage suitably skilled/ licensed workmen of various categories for execution of work supervised by supervisors / Engineer of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of the owner / its representative during the progress of work.

## Use of Quality Materials

Only quality materials of reputed make as specified in the tender will be used in work.

## Fabrication in Reputed Workshop

Switch boards and LT panels shall be fabricated in a factory/ workshop having modern facilities like quality fabrication, seven tank process, powder/ epoxy paint plant, proper testing facilities, manned by qualified technical personnel.

The tender shall specify some quality makes of fabricators with modern facilities of design, fabrication and testing capable of delivering high quality LT panels and switch boards after testing as per relevant specifications.

## Testing

All tests prescribed in these General Specifications, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-in-charge in prescribed Performa, forming part of the Completion Certificate.

### 1. Commissioning on Completion

After the work is completed, it shall be ensured that the installation is tested and commissioned.

### 2. Completion Plan and Completion Certificate

- a. For all works completion certificate after completion of work as given in Appendix E shall be submitted to the Engineer-in-charge.

#### 1. .Guarantee

The installation will be handed over to the PSCDL after necessary testing and commissioning. The installation will be guaranteed against any defective design/ workmanship. Similarly, the materials supplied by the contractor will be guaranteed against any manufacturing defect, inferior quality. The guarantee period will be for a period of 36 months from the date of handing over to the Owner. Installation/ equipment's or components thereof shall be rectified/ repaired to the satisfaction of the Engineer-in-charge.

## DRAWINGS

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

	Drawing Title	DRG No
	4 m decorative pole with post top luminaire	1

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## MISCELLANEOUS WORKS

Other works required to be done for completing the scope work, shall be done in accordance with relevant standards, code of practices and IE Rules.

## LIGHTING DESIGN, GA DRAWING AND TYPICAL DETAILS

- a. Lighting design, GA drawing and Typical drawing for the following shall be submitted for approval prior to Procurement and execution.
- b. Illuminance design document.
- c. Lux level calculation sheet as per the EN 13201-3.
- d. GA Drawing of Lighting Pole with specification of pole and accessories
- e. Typical detail drawing for cable termination and earthing arrangement of pole.
- f. Typical details for Earthing Electrode
- g. GA Drawing for Lighting Control Panel
- h. Typical section details for cable laying.
- i. Typical foundation details for Lighting Pole, Lighting Control panel/Feeder pillar
- j. Luminance design drawing
- k. Program & Procedure for testing of the installation at site.

## INTERFACE

- a. For proper execution of the work, shut down of electrical utilities are necessary and the Contractor/Supervisor should interface with the PED officials as and when needed and carry out the work only after confirming the shutdown.
- b. The work shall be carried out as per the directions and under the supervision of and in stages desired by authorized representatives of PSCDL.
- c. Necessary permission to be obtained from PED is in the scope of the contractor.

## INSTALLATION & CONSTRUCTION

- a. RCC foundation as per manufacturers design by the contractor and approved by Engineer in charge.
- b. Supply of Post top Poles, Luminary fixtures as per approved specification.
- c. Erection of Lighting Poles, Fixtures at site including designed standard earthing arrangement
- d. Mounting of street light fittings on the pole
- e. Trenchless boring for road crossing if required
- f. Any other associated works as required by site condition
- g. Earth work excavation including road cutting and restoration
- h. Dismantling of existing Street Light poles if any and handing over to the concerned PED.
- i. Processing of the approval of Electrical Inspectorate, PTCC, Fire and Safety, PED, and other clearance as required would be the responsibility of the contractor.
- j. De mobilization, clearing of all temporary works after completion of work
- k. Any other item of work as may be required to be carried out for completing the work under this contract in all respects in accordance with the provisions of the contract and/or to ensure the safety of installation during and after execution.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

I. Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost: -

1. Cutting and making good all damages caused during installation and restoring the same to their original finish.
2. painting at site of all exposed metal surfaces of the installation other than pre- painted items like fittings, fans, switchgear/ distribution gear items, cubicle switchboard etc. Damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-charge.
3. Storage and Custody of Materials

Unless and otherwise specified, power supply and water supply will be arranged by the contractor at the site for installation purpose.

All tools and tackles required for handling of equipment's and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

## **TESTING & COMMISSIONING:**

- a. All tests at site will be jointly checked and witnessed by PSCDL representative.
- b. Testing & commissioning of all street light poles and cables should be carried out by the Contractor as per the directions of Employer/PED.
- c. Program for testing shall be submitted by the contractor for approval of PSCDL at design stage itself.
- d. The measurement of lux/ illuminance shall be as per EN 13201-4:2015.
- e. Contractor shall submit calibration certificate for the lux meter/photometer before testing.

## **General Requirements of Components**

### **Quality of Materials**

All materials and equipments supplied by the contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

### **Inspection of Materials and Equipments**

Materials and equipments to be used in the work shall be inspected by the Departmental officers. Such inspection will be of following categories:

- a. To receive materials at site with Manufacturer's Test Certificate(s).
- b. To inspect materials at the Authorized Dealer's Go downs to ensure delivery of genuine materials at site.

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

- c. To receive materials after physical inspection at site.

## **Ratings of Components**

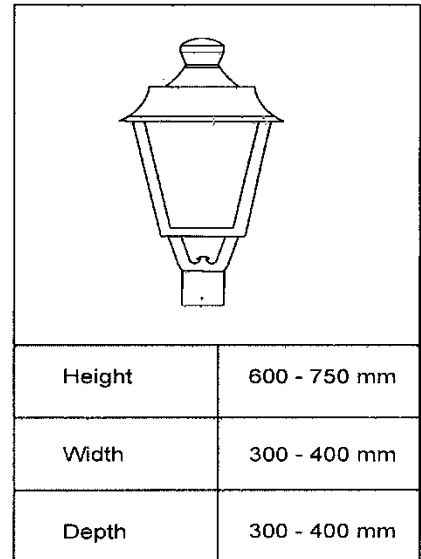
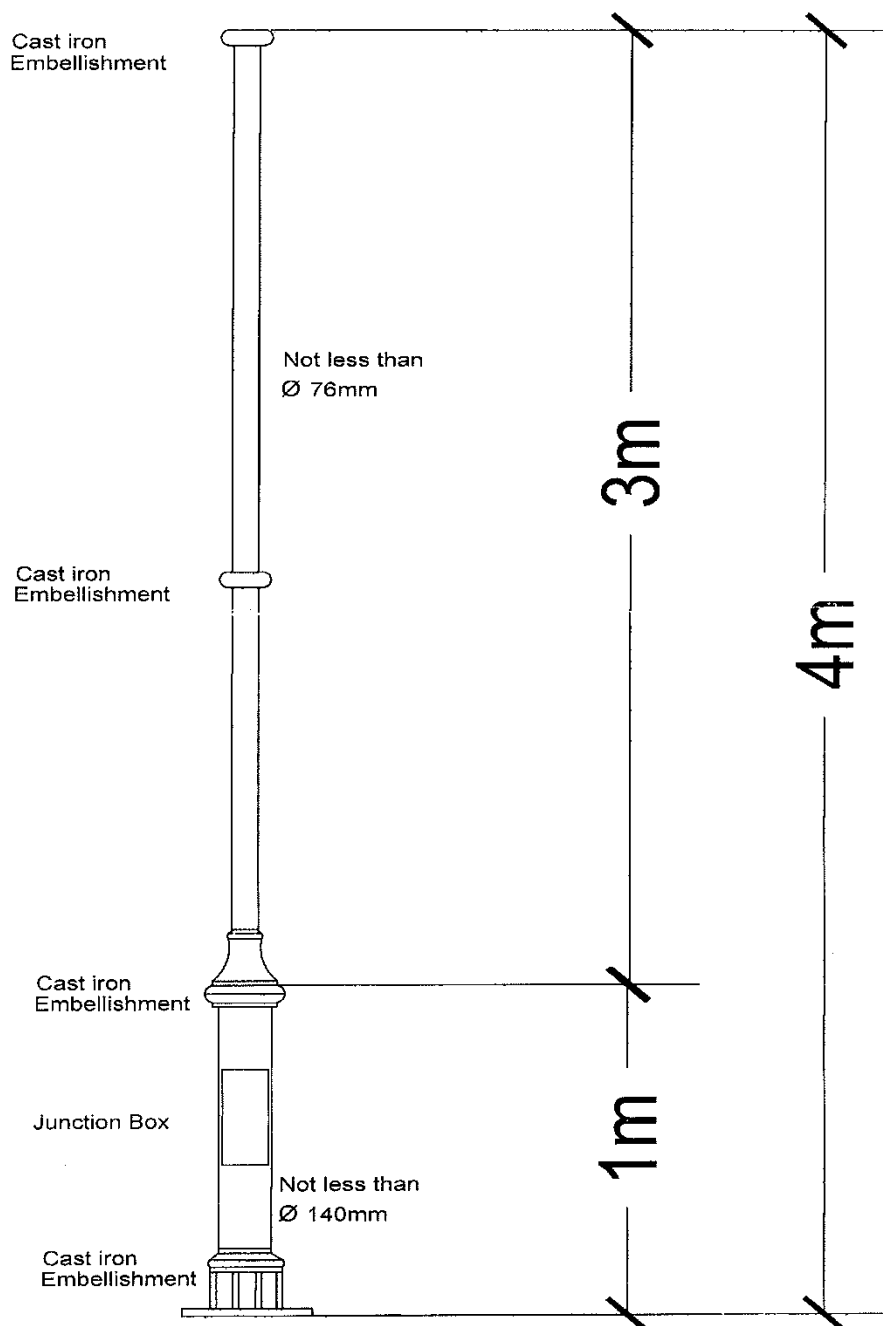
a. All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used.

b. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

## **Conformity to Standards**

All components shall conform to relevant Indian Standard Specifications, wherever existing. Materials with ISI certification mark shall be preferred.

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE



Indicative drawing for 4m decorative pole with post-top Luminaire

Drawing No:  
1/PSCDL/Electrical/2021-2022

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **ANNEXURES**

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 1 - Guidelines for Pre-Qualification Proposal (part of Technical proposal)

### Annexure 1.1 - Checklist for the Pre-Qualification Proposal

	List of Documents	Submitted(Y / N)	Description
1	Proof of Tender Fee and Bid security declaration submitted		
2	Bid Covering Letter As per format provided At Annexure 1.2		Reference No: Date of Letter:
3	Bidders' Particulars As per format provided At Annexure 1.3		Name of Bidder(s):
4	Power of Attorney in favour of Authorized signatory. As per format provided at Annexure 6		Date of PoA: Name of Authorize Person:
5	Copy of Certificate of Incorporation / Registration under Companies Act, 2136/2013 or corresponding Act in abroad		Registration Number: Date of Incorporation:
6	Copy of Certificate from the Statutory Auditor for the last 5 (Three) financial years 2015-16, 2016-17, 2017-18, 2018-19, 2021-20.		Year-wise details of turnover
7	Declaration for not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 4		Reference No: Date of Letter:



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Date:

To

**Chief Executive Officer,  
Puducherry Smart city development Limited(PSCDL))**

**NO:2 ,Bussy street, Old Court Buildings,Puducherry-605001** **Subject:** RFP for SITC of 4m decorative pole with post top luminaire in ABD areain PUDUCHERRY Under Smart Cities Mission .

**RFP Reference No: XX**

Dear Sir,

With reference to your “**RFP for** ” SITC of in ABD area of 4m decorative pole with post top luminaire in PUDUCHERRY Under Smart Cities Mission, we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the PSCDL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted the bid declaration certificate and Tender fee of INR [ ] online through e-Tendering Portal ([www.pudutenders.gov.in](http://www.pudutenders.gov.in) ),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by **PSCDL** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

these terms and conditions.

- f. In the event of acceptance of our bid, we do hereby undertake:
- i. To supply the products and commence services as stipulated in the RFP document
- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **PSCDL** may cancel the bidding process at any time and that **PSCDL** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact  
email at

Thanking you, Yours sincerely,

(Signature of the Lead bidder)Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 1.3 - Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name Seal

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 1.4. - Format to Project Citation

SNo	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

***Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.***

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 1.5 - Consortium Agreement

### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

**[On Non-judicial stamp paper of Rs 200 duly attested by notary public]**

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2021 at [Place] among ----- (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and ----- (hereinafter referred to as " ") and having office at [Address], as Party of the Second Part and ----- (hereinafter referred to as " ") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS PSCDL, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in RFP for " SITC of decorative poles and luminaires in ABD area of Puducherry under Smart City Mission":

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

(a) The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the "RFP for" SITC of decorative poles and luminaires in ABD area of Puducherry under Smart City Mission": as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the PSCDL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the PSCDL for "RFP for "SITC of decorative poles and luminaires in ABD area of Puducherry under Smart City Mission":

(b) " under Smart City Mission for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

(c) The Parties shall be jointly and severally responsible and bound towards the PSCDL for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

(d) ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

To ensure the technical, commercial and administrative co-ordination of the work package To

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

lead the contract negotiations of the work package with the PSCDL.

The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

In case of an award, act as channel of communication between the PSCDL and the Parties to execute the Contract

(e) Each member of the consortium agrees to place at the disposal of the consortium, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Party A or Lead Partner: Financial responsibility -----(Minimum 51%)

Profit / loss sharing ratio:

Party B : Financial responsibility:----- Profit / loss sharing ratio: -----

(f) All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.

(g) The members in the proportion as mention in clause-v shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

(h) That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

(i) That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:

Party B:

(j) That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:

Party A:

Party B:

(k) That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

(l) That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)(Party of the second part)Witness:

i.

ii.

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 2. – Guidelines for Technical Proposal

### Annexure 2.1 - Checklist for the documents to be included in the Technical Proposal

S No.	List of Documents	Submitted (Y / N)	Description
i)	Technical Bid Covering Letter		Reference No: Date Letter: of
ii)	Technical Compliance Matrix		-
iii)	Project Implementation Approach		-
iv)	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its consortium should have successfully completed Hard Landscaping projects as per requirements indicated in Clause 1.4.4 and 1.4.5		Customer Name: Work Order Number: Date of Work Order: Project value:  Completion Date:

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

**The Chief Executive Officer**

**Puducherry Smart city development Limited(PSCDL)  
PUDUCHERRY - 605001.**

**Sub : RFP for Supply, installation, testing and commissioning of 4 m decorative poles with post top luminaires in ABD area of Puducherry under smart city Mission"**

RFP Reference No: XX

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the **RFP for Supply, installation , testing and commissioning of 4M decorative pole with post top LED luminaire in ABD area of Puducherry under smart city Mission"**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule)for providing Professional Services in **"RFP for Supply, installation, testing and commissioning of 4M decorative pole with post top LED luminaire in ABD area of Puducherry under smart city Mission"**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and PSCDL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized or scheduled commercial bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 90 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptable thereof in your notification of award, shall constitute a binding contract between us and PSCDL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PSCDL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PSCDL as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree



# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date: (Signature)(Name)

(In the capacity of ) [Seal / Stamp of bidder]Witness Signature:

Witness Name:

Witness Address:

-----  
-----

## **CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, the Company Secretary of\_\_\_\_, certify that\_\_\_\_  
who signed the above Bid is authorized to do so and bind the company by PSCDL of its board/  
governing body.

Date:                      Signature:  
(Company Seal) (Name)

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 2.3- Form FIN – 2: Average Annual Turnover

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e- tender website “[www.pudutenders.gov.in](http://www.pudutenders.gov.in)” along with the Bid.

Note:\* The detailed procedure for downloading / uploading the documents will be available in Help wizard & FAQ of the above mentioned Website.

**Certificate from the Statutory Auditor (Chartered Accountant) / Company Secretary**

**The said certificate also need to be counter signed by authorized signatory of the bidder**

**Each Bidder or member of a consortium must fill in this form**

All figures are in INR(Crore)				
Financial information in Indian Rupees		Audited Financial Figures( Previous 3years)		
		2018-19	2019-20	2020-21
1	Total assets			
2.	Current assets			
3.	Total liabilities			
4.	Current liabilities			
5.	Profit before taxes			
6.	Profit after taxes			
7.	Net Worth			
8.	Annual Turnover			
9.	Liquid Assets			

The information supplied should be the Annual Turnover of the Bidder or each member of a consortium in terms of the amounts billed to clients for each year for work in progress or completed, converted to INRs at the rate of exchange at the end of the period reported.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

## **Annexure 3 – Guidelines for Financial Proposal Annexure 3.1 - Financial Proposal Cover Letter**

(To be submitted on the Letterhead of the Bidder)

To  
**The Chief Executive Officer**  
**Puducherry Smart city development Limited(PSCDL)**  
**PUDUCHERRY - 605001.**

Date: dd/mm/yyyy

**Sub: Bid for RFP for Supply, installation, testing and commissioning of *4m decorative pole with post top LED luminaire* in ABD area of Puducherry under smart city Mission.**

**RFP Ref: No: XX**

Dear Sir,

I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by PSCDL;

1 I/We understand that any additional item required to make the entire project / work operational / useable shall have to be provided by us.

2 I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.

3 I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4 Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

5 I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

6 We understand that PSCDL shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder

7 We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/

**TENDER FOR 4 m DECORATIVE POLE AND POST TOP  
LUMINAIRE**

we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.

8 I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

9 I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.

10 I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.

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

Date: Place: Yours faithfully,

(Signature of the Authorized  
signatory)  
(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 3.2 - Financial Proposal Format & Instructions

**To be submitted on e-Tendering Portal only (i.e. [www.pudutenders.gov.in](http://www.pudutenders.gov.in))**

**Bill of Quantities ( BOQ )is uploaded separately as Microsoft excel file. Instructions:**

- a) Bill of Quantities (BOQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website **[www.pudutenders.gov.in](http://www.pudutenders.gov.in)**. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated ie Technical proposal and Prequalification documents along with EMD.
- b) The Bidder shall submit their bid online only through the e-GP web site of Puducherry ([www.pudutenders.gov.in](http://www.pudutenders.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e tendering portal **<http://www.pudutenders.gov.in>**. The Bidder shall fill up the documents. and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid
- c) PSCDL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/item is undertaken / supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format under this Annexure 3.2.
- f) All the prices are to be entered in Indian Rupees ONLY
- g) PSCDL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) PSCDL shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by PSCDL whatsoever.
- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.
- l) I/we fully agree to execute any work/item for which our rates are exceptionally lower in comparison with engineers estimate on our quoted rates only. I/we will not ask any increase in the quoted rate on any ground. I/ we am / are fully aware that if I/we fail to execute the work on quoted rate client /PSCDL is fully empowered to get the work executed through any other contractor on market rate at our risk & cost. PSCDL shall deduct the certified amount payable to other contractor who has executed said work from our bills / bank guarantee & I / we shall have no claim whatsoever on PSCDL

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## **Annexure 4 - Format for Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer**

**Puducherry Smart city development Limited(PSCDL)  
PUDUCHERRY - 605001.**

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

### **RFP Reference No: XX**

Dear Sir,

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

Thanking you,

Yours faithfully,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)Date :

Name : Designation : Address : Telephone & Fax :E-mail address :

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 5 - Format of sending pre-bid queries

**RFP Reference No: XX**

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

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

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

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 6 - Power of Attorney

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_ and competent PSCDL of \_\_\_\_\_ (the Bidder/Lead Member of the Consortium) do hereby constitute, appoint, authorise and nominate -----  
--(Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/ RFP/Tender No: \_\_\_\_\_, floated by M/s Puducherry smart city development limited. for \_\_\_\_\_) including signing and submission of all the documents and providing necessary information/response to Puducherry smart city development limited. and also to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between----- (the Bidder/Joint Venture/Consortium) and Puducherry smart city development limited., if tender is awarded in favour of (the Bidder / JV/Consortium), whichever is applicable.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of (the Bidder/ Consortium).

IN WITNESS THEREOF, WE (the Bidder/ Lead Member of the Joint Venture/Consortium as previously mentioned) have executed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

For (Bidder/ Lead Member)

### Competent PSCDL Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.200/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

**Lead Member has to submit the Power of Attorney in favour of Authorized signatory in below given format in case of Consortium.**

## **POWER OF ATTORNEY BY THE CONSORTIUM MEMBERS**

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized) To know all men by these presents that we parties whose details are as follows;

1. M/s\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as “\_\_\_”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.

2. M/s\_, a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at \_\_\_\_\_ (hereinafter referred as “\_\_\_”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its \_\_\_\_\_.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for qualification/proposal/securing the work of \_\_\_\_\_ vide tender No: and with our principal place of business at

(hereinafter referred as “\_\_\_\_\_”, which the term shall unless otherwise repugnant to The context shall mean and include all its successors and permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint “\_\_\_\_\_”, who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (hereinafter referred as “Attorney/Lead Member”) to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Specification No: the bids for which have been invited by the Puducherry smart city development limited. (herein after referred to as “PSCDL”)

a. To submit proposal and participate in the above-mentioned bid specification of PSCDL on behalf the “Consortium/ Joint venture Members”.

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

- b. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with PSCDL for and on behalf of the "Consortium / Joint venture Members".
- c. To do any other act or submit any document related to the above.
- d. To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".
- e. To authorise any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid
- f. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between PSCDL and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Consortium and Puducherry smart city development limited., if tender is awarded in favour of the Consortium.

We hereby agrees to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorized person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Consortium as previously mentioned have executed these presents on this \_\_\_\_ day of \_\_\_\_\_ under the Common Seal(s) of their companies.

**For**

**For**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

the required procedure.

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

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 7 – Format for Bid declaration certificate for Earnest Money Deposit (If applicable)

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

To

CHIEF EXECUTIVE OFFICER  
PUDUCHERRY SMART CITY DEVELOPMENT LIMITED,  
UDUCHERRY

Reference: (1) RFS No.:\_\_\_\_\_.  
(2) Our Bid No.\_\_\_\_\_dt.

I/We , ..... irrevocably declare as under:

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

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

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

Signature:

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

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

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Annexure 8 – Format for Irrevocable Unconditional Performance Bank Guarantee (Performance Bank Guarantee- Unconditional)

(To be printed on Non-judicial stamp paper of appropriate value)

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

*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** The Chief Executive Officer,

Puducherry Smart city development Limited(PSCDL), PUDUCHERRY 605001.

**Date:** ...../..... 2021

-----  
This Deed of Guarantee made this the --- day of 20XX by -----(Name of the Bank), having its registered office at -----, and one of its branches at----- (Address of the Branch) (hereinafter called the Guarantor) in favour of Puducherry smart city development limited., (hereinafter called the beneficiary).

WHEREAS M/s.(Name of the Contractor) having their address/registered Office at \_\_\_\_\_ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of (Name of the material / equipment / work/others-specify) by Puducherry smart city development limited., the "Beneficiary" and

WHEREAS a performance guarantee of Rs -----/- has to be submitted by the Contractor,  
before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. (Amount as stipulated) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be ----- days beyond the contract period) towards Performance guarantee amount payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as here undermentioned:

We,(Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. dated \_\_\_\_\_ and do hereby irrevocably undertake to pay

# **TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE**

immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. \_\_\_\_\_ (amount as stipulated) (Rupees\_) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part thereof as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any PSCDL. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

restricted to Rs.(amount as stipulated) (Rupees\_\_\_\_\_)(in words). Our Guarantee shall remain in force till (90 days after the date of validity of the contract).

Unless demands or claims under this Bank Guarantee are made to us in writing on or before(date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Date:**

**Signature of the Bank's Authorized  
Signatory with Official Seal**

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## LETTER OF ACCEPTANCE

[letter head paper of the Employer]

No.: PSCDL/

To:

\_\_\_\_\_  
[name and address of the Contractor]

Dear Sir,

Sub: - Letter of Acceptance (LOA) for..... in Puducherry ABD Area under Smart City Mission, PUDUCHERRY -Reg.

Ref: - (i)

This is to notify you that your above referred Bid dated ..... 2021 for execution of the tender work of “.....” RFP no PSCDL/.....dated (Tender

ID: .....\_1) for the Accepted Contract Amount of the equivalent of Rs ..... (Rupees ..... Only) (incl. of all taxes,) in Indian Rupees as negotiated, corrected and modified in accordance with the Instructions to Bidders, vide references cited above is hereby accepted by Puducherry smart city development limited..

1. You are hereby requested to furnish the Performance Security @ 5% of total contract value equivalent to Rs ..... /- (Rupees ..... only) within 15 days in accordance with the Conditions of Contract.
2. Also, it is requested to enter into a Contract with PSCDL, within 15 days on receipt of this Letter of Acceptance (LOA) on a stamp paper of Rs /- in prescribed format.
3. Until the conclusion of Contract, this Letter of Acceptance (LOA) shall constitute a binding Contract between us.
4. The Letter of Acceptance is sent herewith in duplicate. You are requested to accept the same unconditionally and send one copy of it duly signed by the authorized signatory within 7 (seven) days of receipt of this LOA.

Thanking you, Yours faithfully,

Chief Executive Officer

Attachment: Contract Agreement



# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

## Format of Contract Agreement

(The value of stamp paper for the agreement which is to be executed by the successful bidder is Re.1/- for every Rs.1000/- or part thereof on the amount agreed in the contract subject to a minimum of Rs.200/- and a maximum of Rs.1 lakh.)

## **AGREEMENT**

This agreement is entered on this \_\_\_\_\_, 2021 by and between;

**M/s Puducherry Smart city development Limited(PSCDL)**), incorporated as a company under the provisions of the Indian Companies Act, 2013 and having its **registered office at No.-----**, **PUDUCHERRY – 605001**(hereinafter referred as “**PSCDL**”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by **Chief Executive Officer**, on the **FIRST PART**

AND

**M/s .....**, wherein its lead bidder is ....., a company having its registered office at----- (hereinafter referred as “**Contractor**”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by -----on the **SECOND PART**

For the purpose of this agreement, both PSCDL and the Contractor are collectively called Parties and individually as Party

Whereas –

PSCDL has floated a Tender for Selection of “**RFP for Supply, installation, testing and commissioning of LED STREET LIGHT in ABD area of Puducherry under smart city Mission**” vide **PSCDL/.....** dated - **-2021 (Tender ID: )** (hereinafter referred as “Said Tender”) and the Contractor turned out to be the successful bidder in the said tender.

PSCDL in consideration of the bid documents submitted by the Contractor has accepted the bid of the Contractor and issued the **Letter of Award** vide ..... letter dated

.....

awarding the said tender to the Contractor for the execution and completion of the works as

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

specified in the tender and remedying any defects therein (hereinafter referred as “Work”) for a sum of **Rs.** ..... (Rupees ..... Only/- incl. of all taxes) (hereinafter referred as

“contract price”)

In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduced their understandings into this agreement.

## NOW THIS AGREEMENT WITNESSTH HEREIN AS FOLLOWS

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the contract documents referred to.

2. **Tenure:** This agreement shall be deemed to have been commenced from ..... and be valid for a period of ..... (....) months.

3. That, several documents as mentioned herein below which forms part of this agreement shall be read mutually supplementary and explanatory to each other

- a. Letter of Award/Acceptance vide .....letter dated .....2021
- b. Notice Inviting Tender vide No. .... dated .....2021
- c. Request for proposal
- d. Minutes of pre-bid meeting & addendum
- e. Corrigendum
- f. Date corrigendum

4. That, unless otherwise expressly provided elsewhere in this agreement in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order;

- a. This agreement
- b. Letter of Award/Acceptance
- c. The Complete Set of Bid Documents including Addenda (if any)
- d. The Special Conditions of the Contract (Particular conditions)
- e. The General Conditions
- f. The completed schedules and any other documents forming part of the contract.

5. That, in consideration of the payment to be made by PSCDL to the Contractor as specified hereinabove, the contractor has agreed to execute and complete the work within the tenure of this agreement in strict compliance of the terms and conditions of this agreement.

6. That, PSCDL do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under the Schedule of this Agreement.

7. **Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested,

# TENDER FOR 4 m DECORATIVE POLE AND POST TOP LUMINAIRE

(c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides receipt, and such notices shall be addressed as follows:

In case of PSCDL PUDUCHERRY SMART CITY DEVELOPMENT LIMITED(PSCDL)) PUDUCHERRY - 605001 PHONE: 0413-2224434 E-MAIL: <a href="mailto:pscdelectl@gmail.com">pscdelectl@gmail.com</a>	In case of Contractor
---	-----------------------

## 7. Dispute Resolution Mechanism:

a. **Arbitration:** In case of any dispute or differences, arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by PSCDL) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be PUDUCHERRY. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.

b. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at PUDUCHERRY.

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For Puducherry smart city development limited.	For .....
Authorized Signatory	Authorized Signatory

**Witnesses:**

- 1.
- 2.