



Tender Ref. No. MMC/T-LTM-04/0618

Version 2.0

Request for Proposal (RPF)

for

“Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra.”

OFFICE OF THE CHIEF ENGINEER

**MATERIAL MANAGEMENT CELL
MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD.,
1st FLOOR, PRAKASHGAD, PLOT NO. G-9,
PROF. ANANAT KANEKAR MARG, BANDRA (EAST),
MUMBAI – 400051
Phone- 022-26474211**

Web site: - www.mahadiscom.in

Email- cemmcmsedcl@mahadiscom.in

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[Confidentiality]

This document has been circulated for limited circulation only, amongst the vendors who have requested for the purchase of RFP for the Supply, Installation, configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra. Information shared to the bidders through this document is confidential in nature and pertains to security of MSEDCL Area. Any further circulation of this information, without prior permission of MSEDCL is prohibited and would attract punishment / penalties.

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the MSEDCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MSEDCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the MSEDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the MSEDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MSEDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MSEDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The MSEDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The MSEDCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the MSEDCL is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the MSEDCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MSEDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the MSEDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 About MSEDCL:

Maharashtra State Electricity Distribution Company Limited (MSEDCL), incorporated under the Companies Act, 1956 came into existence on June 6, 2005 after unbundling the erstwhile Maharashtra State Electricity Board into four companies. MSEDCL is engaged in the business of electricity distribution. In terms of infrastructure, MSEDCL operates a vast network comprising

- 33kV, 22 kV & 11 kV transmission lines,
- (33/11 kV, 33/22 kV, 22/11 kV) Sub-stations & (22/22 kV) Switching Stations and Distribution Transformers spread over 3.08 lakh km² geographical area of Maharashtra.
- 26 Stores Centers.

The security aspects of the company are looked after by the custodians namely the Zone, Circle, Division or the Sub Division-in-charges. To meet the minimum basic standards of security it is required to revamp and reorganize the security arrangements throughout the company within the existing financial constraints. Considering this, passive security measures like deployment of security surveillance camera system are required. It is proposed to implement CCTV Security Surveillance System to meet the current requirements of MSEDCL. Bidders are invited to study the MSEDCL requirement as given in this Tender Document and propose best possible bid.

1.2 Project Vision:

Vision of the project is to implement holistic and integrated CCTV Security Surveillance System for MSEDCL areas mentioned below. The system is expected to-

- To standardize security measures.
- To rationalize and reduce annual expenditure incurred on security in the Company.
- To prevent theft of movable Assets and support to maintain entire company Assets.
- To prevent damage to property in times of general unrest and isolated incidences of agitation by employees/consumers/politically motivated mob/members.
- To regulate and establish access control to and within company premises.
- Act as an aid to investigation and help in deterring, detecting and thus dealing with criminal activities.
- Attain faster turnaround time for crime resolution and proper investigation.
- Monitor suspicious people, vehicles, objects etc. to help protect life and property.
- Monitor selected vital installations/ public places in MSEDCL area for keeping eye on regular activities & for disaster management support.
- Effectively monitor and access the entire security of company's installations with networked CCTV Security Surveillance System.

1.3 [Project Coverage:](#)

MSEDCL intends to implement security and surveillance system at 26 Store Center locations & selected 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Substations / (22/22 kV) switching stations in a phased manner within its jurisdiction in Maharashtra. Please refer to the [Annexure # 3](#) for list of proposed locations.

Typical types of Locations to be kept under surveillance are:

- Entry and Exit points of the Store Centers & Sub Stations/Switching Stations.
- Important Theft prone areas , yards, workshop of the Store Centers & Sub Stations/Switching Stations
- Vicinity of Store Centers & Sub Stations/Switching Stations where Material is kept lying.
- Vital installations in the Store Centers & Sub Stations/Switching Stations.

1.4 [Purpose of this project:](#)

- This project is designed primarily for the monitoring of full perimeter of Store Centers & Sub Stations/Switching Stations and its key assets /buildings inside the Store Centers & Sub Stations/Switching Stations to enable designated authorities to address situation / incident of any nature using computer based decision making, thus to make day to day operations of physical security smarter.
- Periphery / Perimeter of Store Centers to be protected is approximately 2 to 3 Km & Sub Stations/Switching Stations to be protected is approximately 0.5 to 1 Km.
- This project is also design to have computer based decision making application to implement standard security manual and its standard operating procedure (SoP), coordinate security response requirements within the Store Centers & Sub Stations/Switching Stations and law enforcement agencies. This application shall be able to implement contingency response plans, operational measures such as evacuation plan, record keeping.
- This project would provide 360 Degree situational awareness for the purpose of securing the Store Centers & Sub Stations/Switching Stations.

A survey has been carried out by the MSEDCL Security & Enforcement Department, in the areas under jurisdiction of respective Store Centers & Sub Stations/Switching Stations covering above mentioned nodes for identifying the locations to be covered for CCTV cameras.

Location those has been identified/ proposed for CCTV cameras covers entry and exit points, roads, Stores Centre & Sub Stations/Switching Stations premises, and vital installations. List of Store Centers & Sub Stations/Switching Stations locations to be visited under respective Zones are given as part of

[Annexure # 3](#).

2. SCOPE OF WORK

Following is the scope of work of this tender,

2.1 Site:

The said 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations (Site) of M.S.E.D.C.L. is located in Maharashtra.

2.2 Site Inspection:

The Bidder shall inspect and examine the sites and its surrounding and shall satisfy himself before submitting his tender as to the nature of the sites, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the sites, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra claim consequent on any misunderstanding or otherwise shall be allowed.

2.3 Scope of Work:

1. Supply, Installation, Configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra as per enclosed BOQ and adhering to the enclosed Technical specifications.
2. The total job will include Completion of site survey, finalization of BOQ for all locations within 1 month of placement of letter of Award. Material Dispatch along with material Installation, Configuration, Commissioning, integration, Testing , Stabilization, Site handing over within 5 months after completion of site survey & finalization of BOQ for all locations.
3. Warranty Support: The bidder has to provide onsite support for the solution deployed for a period of 5 years including 1 year warranty + 4 year Comprehensive AMC. All the equipments and accessories supplied under this service shall have One (01) year on site comprehensive warranty from the date of completion of installation and bidders are requested to quote the AMC price for 2nd, 3rd, 4th & 5th year respectively. If the bidder not quoted the offer of AMC the tender will be rejected.
4. During Contract period bidder shall resolve any complaints regarding the CCTV surveillance system within 2 working days.
5. Bidder shall provide maintenance and support during warranty and Comprehensive Annual Maintenance Contract period. During this period bidder shall maintain CCTV surveillance system to keep it up & running and shall also provide repair / replacement of faulty material or part of faulty material of installed components of CCTV surveillance system at his own cost (no additional cost to MSEDCL).

6. The Controls of the above system shall be installed in the reception center of the administrative building of the respective locations.
7. The bidder will be required to survey the sites /Administrative Buildings in coordination with respective Stores / substation / switching station in charge or higher officer MSEDCL and identify strategic location to place the CCTV cameras so as to have maximum coverage of the common area and other locations which are required to be monitored.
8. CCTV is required for surveillance through outdoor & indoor cameras at specified location outside & inside the building. These cameras are to be connected to the Network Video Recorder (NVR). The NVR unit should direct recording of all the cameras in real time. The operator should have the facility to choose any given camera for viewing on the monitor. Each image recording should be recorded with the camera number, title, time, date and visible on the screen at all times.
9. Apart from the CCTV Cameras installation of associated equipment such as Network Video Recorder (NVR) & Hard Drive, POE Switch, Monitor, Rack, Cabling, Fiber optic cable, Fiber optic module etc will be also required at each location and will be in the scope of the bidder.
10. In case there is any digging work done at site during laying of cables of CCTV System, restoration of the dug area to original shall be in the scope of the bidder. If the cable is underground then it shall be at a depth of minimum of 1.5 feet.
11. Armoured cat 6 cable and Armoured fibre optic cable should be of standard quality and Aerial cables(Armoured cat 6 cable and Armoured fibre optic cable etc.) should be with proper support so that it can withstand the extreme climatic weather condition . Any damage due to extreme climatic weather condition/rodents to CCTV surveillance system including cables should be repaired by bidder without any additional cost burden to MSEDCL during warranty and AMC period.
12. It may be noted that, if any work is required for completion of project, it will be deemed to be in the scope of bidder whether it is specifically mentioned or not.
13. The bidder should complete the entire job in all respects as per tender documents, specifications, drawings, discussions as per site requirements to the satisfaction of MSEDCL.
14. The bidder shall give comprehensive hands on training (location wise) to all concerned employees of MSEDCL on operation, preventive maintenance, recording, and retrieval of the CCTV recordings, operating system of the installed equipment's of the CCTV surveillance system on free of cost. The vendor shall also provide simplified write ups about operating systems, playback, downloading images to a local PC/hard drive/pen drive/memory card etc. in the case of CCTV system.
15. No compensation shall be payable to the bidder for any damage caused by rains lightning, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
16. The bidder has to install the cameras, hardware's/software's /systems for all weather conditions including withstanding wind, rainfall, hailstorm and other adverse weather conditions.

17. To the extent possible, Cameras should be installed on the existing structures, buildings, flood light towers, watch towers etc by providing necessary brackets, hooks, nuts & bolts. After exhausting all other options if the vendor feels the requirement of the poles, same needs to be erected by him.
18. The work has to be carried out in neat and tidy manner to the satisfaction of the MSEDCL and all care has to be taken to ensure that no part of the building gets damaged during execution of works. Materials used for carrying out the work shall be of standard quality as per technical specifications.
19. If the bidder fails to undertake the job satisfactorily or violates the terms conditions or not attending the work effectively, MSEDCL has every right to cancel the contract and forfeit the security deposit without assigning any reason whatsoever.
20. The party has to comply with all the norms of municipal and other authorities as per regulations.
21. A proper training for operation of the CCTV installed has to be given to all the concerned to enable them to operate the system. Clearance from all local authorities for carry out the work shall be scope of bidder without any extra cost.
22. The bidder shall have to remove all 'malba/debris' if any from the site on same day at his own cost and cleaning of the site has to be done on daily basis. No assistance for cleaning work shall be provided by MSEDCL.
23. All the Hardware & Software supplied by the Vendor should be ONVIF compliant.
24. The proposed CCTV surveillance system should have a recorded data backup capacity for at least a month (30 days).
25. Any item though not specifically mentioned, but is required to complete the project works in all respects for its safe, reliable, and efficient and trouble free operation shall also be taken to be included. The list of such items along with its cost must also be included in the proposal if required.
26. The bidder shall carefully study the existing setup, scope of work and propose a detailed technical solution including but not limited to:
 - Understanding of existing setup and scope of work
 - Illustrative deliverables
 - Approach & methodology
 - Specifications of proposed hardware and software
 - Detailed Bill of Quantities
 - Testing and stabilization
27. The proposal should also include meticulous Implementation plan with proper timeline signifying step by step approach to each and every activity.
28. The roles & responsibilities of bidder and the assumptions/expectations from MSEDCL etc. shall also be part of the proposal.

29. Before stabilization of the respective solutions, the bidder shall carry out different tests to check the readiness of solution for Stabilization. The bidder should propose step by step approach for testing, and stabilization of respective solution with minimum downtime.
30. The proposal should include details of how resources and I/Os are planned. If there is any provision of Dynamic Resource Allocation and power management the same must also be clearly brought out in the proposal.

3. BIDDING PROCEDURE AND INSTRUCTION TO BIDDERS

3.1 ELIGIBILITY TO BID

The bidding process will be open to any Implementation Partner/System Integrator who will be able to supply & install as per detailed scope of work is given in [Section 2](#).

The bidder will be responsible for submitting the proposal and it will be the single point-of-contact for all information and clarification throughout the Procurement Process. Furthermore, the bidder must refer to the Technical Requirement Specifications as per [Appendix # 2](#).

3.1.1 Eligibility to Bid

The above listed entity / entities must also meet certain mandatory pre-qualifications with respect to the solution being proposed by it. These criteria and the format in which the responses are to be provided have been listed out in [Appendix # 1](#).

1. Bidder is eligible to submit only one bid.
2. Bids will be accepted by MSEDCL for those Bidders who have confirmed for their participation as mentioned in the Tender.

3.1.2 Qualification of the Bidder

Conditions for award of Single Contract

In order to be qualified for award of contract, the bidder will be required to satisfy the mandatory qualifying criteria, mentioned in [Appendix # 1](#). The bidder is not eligible for getting the award of more than one contract as part of this bid.

Bids submitted by a consortium of two firms as partners, if allowed as per stipulated Qualification Requirements in Section – 3, shall comply with the following requirements:

- (i) The bid shall be signed so as to be legally binding on all the members of consortium.
- (ii) One of the members of consortium responsible for performing a key component of the contract shall be designated as lead bidder; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories.
- (iii) The lead bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of consortium, and the entire execution of the contract, including

payment, shall be done exclusively with the lead bidder, provided otherwise requested by the consortium and agreed between the MSEDCL and the lead bidder.

- (iv) All the consortium members including lead member (lead bidder), shall be jointly and severally liable for the execution of the entire contract in accordance with the contract terms.
- (v) A copy of the agreement entered into by the consortium members shall be submitted with the bid, including inter-alia delineation of responsibilities and obligations of each member of consortium.
- (vi) The consortium agreement should indicate precisely the responsibility of all members of consortium in respect of planning, design, manufacturing, supply, installation, commissioning, integration and training. All members of consortium should have active participation in execution during the currency of the contract. This should not be varied /modified subsequently without prior approval of the MSEDCL. The composition or the constitution of the consortium shall not be altered without the prior written consent of the MSEDCL.
- (vii) A firm can be a member of only one consortium; bids submitted by consortia including the same firm as partner will be rejected.

3.1.3 Overview of bidding process

The Bidding Process would comprise of following sequential steps. MSEDCL reserves the right to vary or discontinue this process at any time if it deems fit to do so providing required reasons for the same. These include the following:

1. It will be 'Two Bid Three Stage' tender process.
2. The key features of the tender in the form of Invitation for Bid will be released by MSEDCL on the MSEDCL website <http://www.mahadiscom.in> on tender release date.
3. Entire bidding document shall be available only in electronic format (soft copy) and is to be downloaded from Employer's website <http://www.mahadiscom.in> (or directly from URL <http://works.mahadiscom.in/eTender/etender>) from tender release date onwards. It shall be the bidder's responsibility to ensure that the entire bid document is downloaded from the requisite website. No hardcopy of tender document will be provided. All the subsequent instructions / corrigendum to the bidding document etc. shall also be available on the website mentioned above.
4. To clarify any points on the tender, MSEDCL will organize a Pre-Bid Meeting, wherein all the interested bidders can participate. This meet is not mandatory for the bidders.
5. The response to the Tender has to be submitted by the bidder who will be designated as a Bidder for the purpose of this Tender. The entire bidding process will be e-Tendering process. Bidder has to submit the documents through E-tender application in soft copy i.e PDF as well as word/xls format.
6. MSEDCL will open the Technical & Commercial Bid and the technically qualified Bidders will be informed based on the evaluation.
7. The technically qualified bidders may be asked to present their technical capabilities either by onsite presentation at MSEDCL or demonstration of Proof of Concept before the price bid is opened.

8. Technically Qualified Bidder's Price Bid will be taken forward for comparison & the Lowest Price Bid will be declared as the Bid Winner.
9. In case the bidder is successful, the contract agreement will be signed between MSEDCL and the Bidder.

3.2 CONTENTS OF THE BID

3.2.1 Tender Fee & Bid Security (EMD)

a) Tender Fee

A Non-Refundable Tender Fee of **Rs. 11,800 (Rupees Eleven Thousand Eight Hundred Only)** i.e. (Rs. 10,000 /- Plus 18 % Goods and Service Tax of Rs. 1800 /-) shall be furnished only by way on line payment through e-tendering website. The tender fee paid against the particular tender shall not be refunded /transferred /adjusted at all.

b) Bid Security (EMD)

- i. The bid must be accompanied with Bid Security for an amount equal to Indian **Rs.5,55,000 (Rupees Five Lakhs Fifty Five Thousand only)** for covering the entire scope of work. The bid security shall be denominated in Indian Rupees only. In case of consortium, **at least 75%** amount of Bid Security should be provided by the lead bidder, and balance amount by remaining member of consortium.
- ii. The bid security shall, at the bidder's option, be in the form of a **demand draft** or an **unconditional Bank Guarantee from any Nationalized / Scheduled** Bank in favour of the Employer, payable at Mumbai. The format of the Bank guarantee shall be in accordance with the sample form of bid security as per [Appendix # 7](#); other format may be permitted provided it contains all the terms & conditions related to bid security mentioned in the tender subject to approval of Employer.
- iii. Bidder should **upload the Scanned copy along with the Bid documents on E-Tender web site.** However, Bidder will have to submit the original DD/Bank Guarantee to the MSEDCL on or before the last date of Submission of Tender.
- iv. The Bid Security shall remain valid for a period of **30 days** beyond the original validity period of the bid, and beyond any extension period subsequently requested under Tender Conditions.
- v. Any tender not accompanied by the requisite Earnest Money Deposit (EMD) shall be rejected and shall not be considered for evaluation.
- vi. The bid security of the successful bidder shall be returned after (i) acceptance of LOA by the bidder and (ii) the contract performance security is furnished by the bidder and accepted by the owner.
- vii. Unsuccessful bidder's bid security will be discharged/returned as promptly as possible.
- viii. The bid security may be forfeited:
 - a) if the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or
 - (b) if the bidder does not accept the correction of its bid price, pursuant to Tender Conditions; or
 - (c) if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt, malpractice or fraudulent practices in competing for the contract; or
 - (d) in the case of a successful bidder, if it fails within the specified time limit to:

- (i) sign the Contract Agreement, or
 - (ii) furnish the required contract performance security.
- ix. No interest shall be payable by the owner on the above bid security.
- x. MSEDCL will not entertain any request for adjusting the EMD from the bidder's due/running bills or from the EMD/Security Deposit of any other tender participated by the bidder.
- xi. Offers received without Tender Fee and EMD are liable for rejection.
- c) Tenderers from the following categories are exempted from payment of Tender fees & Bid Security(EMD):**
- i. All Government and semi Government institutions under Govt. of Maharashtra and Zilla Parishad in Maharashtra and fully owned undertaking of any State Govt. and Govt. of India only for the items manufactured by such institutions
 - ii. Micro and Small Enterprises registered for CCTV Security Surveillance System under Micro, Small and Medium Enterprises Development Act-2006 **with nature of activity as Manufacturing.**
 - iii. The tenderer registered for CCTV Security Surveillance System with N.S.I.C. **with nature of activity as Manufacturing** and have valid N.S.I.C. Registration Certificate upto the date of submission of this tender.

Exempted bidders should upload a latest valid certificate issued by any approved body of 'Ministry of Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) with nature of activity as Manufacturing for Tender fees & Bid Security (EMD) exemption on website <http://works.mahadiscom.in/eTender/etender>.

3.2.2 Confirmation on submission of documents & Mandatory requirements

- i. A summary sheet confirming whether the all documents/requirements have been met along with page reference to where in the Bid have compliance to these requirements which have been described / included should be furnished by the bidder([Refer Annexure # 1](#)).
- ii. Compliance with mandatory requirements listed in [Appendix # 1](#) with respect to the offered solution being proposed along with supporting documents.

3.2.3 Technical and Commercial Bid

This part of the bid consists of all the documents/ requirements excepts the price bid schedule [Form # 4](#) and [Form # 5](#)

Note: submitting the bid to the e-tender web site confirms compliance of all the commercial conditions by the bidder.

3.2.4 Price Bid

The Price Bid should be submitted as per (**Form # 5**) along with a covering letter as per **Form # 4**.

The bid shall contain no erasures or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. Price should be quoted in number & words. In case of discrepancy and or difference in the value between the Quoted price in Number and as expressed in words, lower of the two/beneficial to MSEDCL shall be considered .

3.3 GENERAL BID INSTRUCTIONS

3.3.1 Intent of Bid Specification

The intent of this specification is to enter into single contract covering completely the scope of work specified in the accompanied specification forming completely coordinated and engineered package, all in accordance with the specifications as detailed out in the various sections of this bid document. MSEDCL in order to implement the project will be entering into single responsibility contract with the successful bidder.

Bids not covering the entire scope of work as detailed in the Bid Specification will be treated as non-responsive and hence rejected.

However, MSEDCL reserves the right to split the scope in any number of contracts or may award contract for partial scope of work.

3.3.2 Conflict of Interest

- i. Each Bidder shall submit only **one bid** for each contract (Tender). A bidder who submits or participates in more than one bid for same tender will be disqualified.
- ii. The person/entity should not have controlling stake in more than one entity applied for the tender/ bid. Necessary certificate duly certified by chartered engineer/accountant to this effect shall be submitted along with the tender documents.
- iii. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in a bidding process if they:
 - (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of a bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on a bid of another bidder, or influence the decisions of the Employer regarding the bidding process; or
 - (e) submit more than one bid for any particular contract package in the bidding process. This however does not limit the participation of subcontractors in more than one bid or as bidders in one bid and subcontractors in other bids simultaneously; or
 - (f) participated as a consultant in preparing the design or technical specifications of the goods and related services or works that are the subject of a bid.

For verification of conflict of interest, a copy of Articles of Association & Memorandum of Association in case of company & in case of partnership firm, a copy of partnership deed is required to be submitted by bidders along with bid.

3.3.3 Compliance to MSEDCL Ethical Standards

MSEDCL attaches top most priority to adherence to the highest ethical standards in all its transactions and expects the same from all entities it enters into any relationship with. Accordingly, it expects every Bidder to observe the highest standard of ethics and integrity during the bidding process and if successful, during all stages of the project. If a bidder is found to have indulged in any corrupt or fraudulent practice or in any practice which is not in conformity with the highest ethical standards, then the bid will stand rejected. In such a case, MSEDCL may even go to the extent of black-listing the bidder and barring it from responding to any future enquiries / tenders floated by it.

To ensure uniformity in understanding of corrupt and fraudulent practices between MSEDCL and the bidders, the same has been defined below:

- a. The term 'corrupt practice' means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- b. The term 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- c. By signing the Bid Forwarding Letter, the Bidder represents that for the software & services it supplies, it is the owner of the Intellectual Property Rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

3.3.4 Important Notes

The Bidder shall note the following:

- i. Bid documents are not transferable.
- ii. Not more than one bid for the work shall be submitted by one Bidder or one firm of Bidders.
- iii. If the Bidder deliberately gives wrong information in his bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and/or cancel the order if placed.
- iv. Bid documents submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder.
- v. Bid must cover the entire scope of work (as a full package) as specified in this tender document.
- vi. Bid covering partial scope of work shall not be acceptable.

3.3.5 Bidder to inform himself fully:

- i. The Bidder shall make independent enquiry and satisfy himself as to all the required information, inputs, conditions and circumstances and factors which may have any effect on its bid price and also on the execution of work covered under these specifications and documents. In assessing the bid it is deemed that the Bidder has inspected and examined the site conditions and its surroundings, examined the laws and regulations in force in India, the transportation facilities available, the conditions of roads, bridges, ports, etc. for unloading and/or transporting heavy pieces of material and to have based its equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the execution of the works as specified in these bid specification.

- ii. In their own interest, the Bidders are requested to familiarize themselves with the Income Tax Act, the Companies Act, the Customs Act and all other related acts and laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders regarding such local laws and the conditions. However, the owner shall direct the bidder from where to obtain such assistance provided the request for such assistance is received well in advance. However, non-receipt of such information shall not be a reason for the bidder to request for extension in opening date of the bid. The Bidder shall understand and agree that before submission of its bid all such factors, as generally brought out above, have been fully investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under this specification and documents shall be entertained by the owner. The Owner shall also not permit any change in time schedule or any financial adjustment arising thereof which are based on lack of clear information for such site conditions, laws and regulations and other related information and/or its effect on the price quoted in the bid.
- iii. Availability of Acts & Regulations: The various acts and regulations referred in these documents are normally available for sale on the following address:
Deputy controller, Public Department, Govt. of India, New Delhi, 110006, INDIA
OR With leading authorized book sellers

3.3.6 Interpretation of Bid Documents

If any Bidder finds discrepancies or omissions in the Bid Specification and documents or is in doubt as to the true meaning of any part of the bid document or scope of work to be executed, he shall at once submit a written request in English language for clarification or interpretation of the doubt in question. Such request should reach the owner not later than 4 days prior to the date set for submission of the bids. This written request shall be submitted in triplicate to MSEDCL on the following address:

Chief Engineer (M.M.Cell)

Maharashtra State Electricity Distribution Co. Ltd.
Material Management Cell, "Prakashgad", First Floor, Prof. Anant Kanekar Marg, Station Road, Bandra (East),
Mumbai 400 051 (INDIA)

Appropriate interpretation shall be given in the form of a supplementary notice which will be updated on the website <http://www.mahadiscom.in>. MSEDCL shall respond to any request for clarification of the Bid Documents, which it receives not later than 4 days (four) prior to the deadline for submission of bids prescribed by MSEDCL. No oral or other interpretation shall be considered as binding on MSEDCL.

3.3.7 Amendment of Bidding Documents

- i. At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment.
- ii. The amendment shall be published on the website www.mahadiscom.in and shall be binding on the bidders.
- iii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.

3.3.8 Cost Incurred in Responding to Tender

MSEDCL will not be responsible or liable for any costs being incurred by individual Bidders in preparing their response to this Tender nor will it be under any obligation to reimburse the same or any part thereof to any Bidder. Each Bidder must bear all costs being incurred by it in responding to this Tender. MSEDCL will also not be responsible for providing any facility or infrastructure to any bidder to facilitate its preparation of its bid.

3.3.9 Language, Font Size etc.

The bid must be prepared in English language only. Further, all communication with respect to the bid including any accompanying document, must be in English language only. Clarifications sought on the Tender Document must also be in English. While the Bidders are free to submit their response in color, the text in both the original and the copies of the Bid must be black in color, font of size not less than 10.

3.3.10 Bid Validity Period

All bids, not rejected for any other reason, will remain valid for a period of **180 days** after the date of opening of the technical bid prescribed in the Tender Document or as communicated by MSEDCL. MSEDCL reserves the right to reject a bid which is not valid for the prescribed period of **180** days as non-responsive, without any explanation.

3.3.11 Extension of Period of Bid Validity

In exceptional circumstances, MSEDCL may request all the Bidders consent to an extension of the period of validity of their respective bid. The request and the response thereto will be made in writing. Extension of validity period by the Bidder must be unconditional. The bid EMD provided in the form of BG will also have to be accordingly extended. A Bidder will have the right to refuse the request without forfeiting the bid security. A Bidder granting the request will not be permitted to modify his bid.

3.3.12 DATE FOR SUBMISSION OF THE BID

a) Deadline for Submission of Bid

The Bids accompanied by the Bid Security must be received by MSEDCL at the address specified not later than the date and time specified by MSEDCL. However, in case any declared public holiday in the state of Maharashtra or as a holiday for MSEDCL, Bids will be accepted on the immediately next working day.

MSEDCL reserves the right to reject any or all tenders at our discretion without assigning any reason whatsoever.

b) Extension of Bid Submission deadline

MSEDCL may, at its sole discretion, decide to extend this deadline for submission of Bids. In such a case, all rights and obligations of MSEDCL and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

c) Bids Received Late

As this is eTendering Process, the bidder will not be able to upload their bids after the expiry of Due date & Time. Any bid received by MSEDCL after the expiry of the specified deadline for submission of bids will be considered as rejected. The Bidders must take all responsibility of submitting the Bids within the prescribed deadline. MSEDCL will not accept any excuse of non-receipt / non-delivery/non-uploading of the Bids.

3.4 EVALUATION OF BID/ AWARD OF CONTRACT

3.4.1 OPENING OF BIDS

MSEDCL shall open the bids at its office located at the address mentioned below:

Chief Engineer (M.M.Cell)

Maharashtra State Electricity Distribution Co. Ltd.

Material Management Cell, "Prakashgad", First Floor, Prof. Anant Kanekar Marg, Station Road, Bandra (East),
Mumbai 400 051 (INDIA)

If any change is there in address the same will be informed to bidder well in advance. Bids received before the dead line of the submission of the bid will be opened on the date and time of opening as indicated in Invitation for Bid. Bidder may view the Bid Opening Online on the eTendering Website. Bidders wishing to be present at the time of such opening may send their duly authorized representative. Maximum of 2 persons per bidder shall attend. Their signatures shall be obtained in a register evidencing their presence at the time of opening & certifying that all bids submitted were opened.

1. The bids shall be opened in the following sequence:
2. The Tender Fee & EMD is verified first. The bidders who have not paid the Tender fee or EMD will not be opened and evaluated further.
3. The Technical will be opened in the presence of the interested bidders on due date.
Price Bid will be opened in presence of interested bidders after completion of the

Evaluation process of Technical Bid and the date & time will be informed to the technically qualified bidders in advance.

Before opening of the bids, MSEDCL will explain the bid evaluation criteria to all the bidders present on the bid opening day.

During the process of technical evaluation, MSEDCL might require the technical presentation from the bidders which would also be the part of evaluation. If the MSEDCL is not satisfied with the proposed solution of the Bidder, then MSEDCL reserves the unconditional & undisputed rights to disqualify the Bidder from Tendering Process.

The purchaser will open the Price Bids (as defined in Tender Clause) of only those Bidders who qualify in technical bid evaluation. The date, time and place for opening the Price Bids will be communicated to the technically qualified bidders. The Bidders may send their representatives to attend the opening or view the Bid Opening Online on the eTendering Website. .

Bids or modifications thereto may be rejected if they are not addressed as prescribed in the Tender Document. Bids may be rejected outright if it is not accompanied by the prescribed Bid security. Bids rejected during the bid opening phase will not be considered for further evaluation.

MSEDCL may at its sole discretion, seek clarification from the bidders to assist in the evaluation, comparison and an examination of bids. The request for clarification and the response will be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, MSEDCL reserves the right to make its own reasonable assumptions at the risk and cost of the Bidder.

3.4.2 DEVIATIONS

No deviation to this tender document is allowed. The bidder has to submit the [Form # 14 'No Deviation Form'](#). The purchaser, if necessary, shall obtain clarifications on deviations by requesting for such information from any or all the tenderers in writing, as may be necessary. The same should be submitted online on or before the due time and date of submission of Deviation Bid. The clarification shall be opened online on due time and date of opening of Deviation Bid. The Schedule for submission and opening of Deviation Bid shall be communicated by e-mail of the e-tender website <http://works.mahadiscom.in/eTender/etender>.

3.4.3 ALTERNATIVE OFFER

No alternative offer will be accepted.

3.4.4 PRELIMINARY EXAMINATION OF BIDS

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities (EMD amount) have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Purchaser will ensure that each bid is from an eligible Bidder.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, lower of the two/beneficial to the company shall be considered. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security (EMD) may be forfeited.

The Purchaser may waive any minor nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete, and is substantially responsive to the Bidding Documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:

1. One that limits in any substantial way the scope, schedule, quality, or performance of the desired project; or
2. One that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser rights or the successful Bidder's obligations under the Contract; and
3. Acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based only on the contents of the bid submitted.

3.4.5 EVALUATION AND COMPARISON OF BIDS

The evaluation of responsive bids shall be done in 3 stages:

a) STAGE-I: RESPONSE TO MANDATORY REQUIREMENTS

These are mandatory requirements to be met by the Bidder. Only those bidders who meet all the mandatory requirements as provided in [Appendix # 1](#) in this document shall be considered for stage II evaluation.

b) STAGE-II: EVALUATION OF TECHNICAL BID

Technical bid of the vendor shall be evaluated for acceptability of technical suitability and commercial terms. The bidders should meet the commercial conditions as defined in the bidding documents. Offers with deviation from the clauses laid down in the Tender or imposing condition other than the tender document is liable to be rejected.

The bidders, who confirms all the commercial conditions and submitted the required documents as per the tender are considered as commercially acceptable. Offers with deviation from the clauses laid down in the Tender or imposing condition other than the tender document is liable to be rejected.

The technically qualified bidders will present their technical capabilities and proposal at MSEDCL before the price bid is opened. The Bidders would have to give a presentation to the MSEDCL (around 45 minutes) on their approach & methodology that would be adopted in the proposed CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 KV, 33/22 KV, 22/11 KV) Sub Stations & (22/22 KV) Switching Stations of M.S.E.D.C.L. in Maharashtra, qualifications of the team members, experience of the firm in similar projects etc. The date of the presentation shall be notified to short-listed bidders later.

c) STAGE – III: EVALUATION OF THE PRICE BID

Bidders who qualify in the Stage I of evaluation will be considered for stage II evaluation and Price Bids will be opened only for these bidders.

The bidder whose bid ([Form#5](#)) is lowest may be considered as successful bidder.

3.4.6 CONTACTING THE PURCHASER

- i. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bid, he shall do so in writing.
- ii. If a Bidder tries to influence the Purchaser directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

3.4.7. INFLUENCE

- i. Any efforts by the bidders to influence the owner during evaluation process before order placement will be rejected. Similarly deviation in the term of payments, Bid security EMD, etc will be treated as non-responsive quotation / offer and will not be considered for evaluation /order placement.
- ii. Bidder shall submit the undertaking certifying that they have not approached any one for undue influence.

3.4.8 DEMONSTRATION

The technically qualified bidder may ask to give free demonstration before/after opening of the price bid in the premises of the MSEDCL offices.

3.4.9 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- i. The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- ii. The Purchaser reserves the right to negotiate with the Bidder who becomes eligible for award of the contract as per Tender conditions.
- iii. MSEDCL is not bound to accept the lowest price bid and MSEDCL may accept or reject the lowest price bid or any price bid at its sole discretion and go for re-tendering in case the lowest price bid obtained in the tender is considered higher.
- iv. MSEDCL reserves the right to reject any or all the price bids or Tender at its own discretion without assigning any reason whatsoever.

3.4.10 NOTIFICATION OF AWARD

- i. Notwithstanding anything contained in this document, MSEDCL reserves the right to accept or reject any bid, and to annul the bidding process and reject 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 the grounds for the MSEDCL's action.
- ii. Subject to above clause, the owner shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the bidder is assessed to be qualified to satisfactorily perform the contract.
- iii. Notification of award of contract shall be made in writing through a 'Notice of Award', i.e. Letter of Award, to the successful Bidder. This letter of award may be in writing by registered letter or by cable or FAX or e-mail, to be confirmed in writing by registered letter or courier service or by speed post that its bid has been accepted.
- iv. Till such time the formal contract is signed, the letter of award issued by the owner to the successful bidder and its acceptance by the bidder shall be construed as a contract document and conditions of contract contained in these documents shall become applicable.

3.4.11 SIGNING OF CONTRACT

- i. The successful bidder after submission of contract performance guarantee and its acceptance by the owner shall have to sign contract agreement with the Owner within fourteen (14) calendar days from the date of Letter of Award. This agreement shall be signed at the office of the owner in Mumbai on a date and time to be jointly decided.
- ii. The contractor shall send one copy of the final draft agreement to the Owner for his scrutiny and approval within fourteen days (14) of issue of letter of award by the Owner. The contractor shall sign the Form of Contract Agreement on a Rs. 200/- Stamp Paper (non-judicial) issued in Maharashtra and returns it to Owner.

- iii. The Contractor shall provide, before signing of the contract, appropriate power of Attorney and other requisite materials. The contractor shall provide free of cost to the Owner all the engineering data, drawings and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract, immediately after issue of Letter of Award accepting the bid.
- iv. All charges for preparing the contract documents including legal fee, stamp fee etc. shall be borne by the successful Bidder. The contract shall be signed in two original. One to be retained by the owner and one by the bidder. After signing of the contract, the contractor shall furnish to the owner 3 true copies of the signed contract agreement duly bound.
- v. If the successful Bidder fails to sign the contract, the same shall constitute sufficient ground for the annulment of the award of work and also the forfeiture of contract performance guarantee/security, in which event the owner may make the award to the next lowest evaluated responsive bidder or call for new bids.
- vi. All the conditions given in this document shall form the part of the contract. Based on the information submitted by the bidder in response to the instruction to bid additional clauses may also have to be incorporated and shall be mutually agreed to.

3.4.12 CONTRACT PERFORMANCE SECURITY

- i. The successful bidder shall provide to the owner within fourteen (14) days of issue of letter of intent, the contract performance guarantee as per the provisions of the clause mentioned in this document. In case of consortium, at least 75% amount of Contract Performance Security should be provided by the Lead bidder and balance amount by remaining member of consortium.
- ii. The contract performance security shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalised or Scheduled Bank.

3.4.13 CHECK LIST

- i. The bidders are requested to go through carefully the instructions for preparation of their bids.
- ii. Conditions elaborated in "General Conditions of Contract" and "Special Conditions of the Contract" may be borne in mind while bid preparation. The bid shall fully meet the technical requirement specified in this tender document.
- iii. The bidders may depute their representative to visit the site to get any additional information and to check the site conditions personally.
- iv. The bidder may submit additional information, which in his opinion shall help the owner to evaluate the bid. Bidder shall use continuation sheets wherever necessary.
- v. The Bidders are requested to duly fill in the check list enclosed with Bid specifications ([Annexure # 1 Check List](#)). This check list gives only certain important items, to facilitate the bidder to make sure that the necessary data/information is provided by the Bidder in its proposal. This, however, does not relieve the bidder of its responsibility to make sure that his proposal is otherwise complete in all respects.

4. GENERAL CONDITIONS OF CONTRACT

4.1 DEFINITIONS

Definitions: In the contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them except where the context otherwise requires.

- i. "EMPLOYER " or "Owner" or "Purchaser" or "Principal" or "MSEDCL" means Maharashtra State Electricity Distribution Company Limited having its Registered Office at Prakashgad, Bandra (East), Mumbai 400051 and includes Employer's representatives or successors or assigns. Employer's representatives include "Project Manager".
- ii. "Project Manager" or "Project Co-ordinator" means the person appointed by MSEDCL in the manner provided in Tender to perform the duties delegated by MSEDCL.
- iii. "Manager" means any assistant of the Project Manager or any other employee or agent appointed from time to time by the EMPLOYER or the Project Manager to perform the duties related to this contract.
- iv. 'Site' shall mean the locations and places wherever business activities are conducted by the EMPLOYER.
A list of such locations is provided at [Annexure # 3 \(CCTV Surveillance System Locations\)](#) of this document.
- v. "Contractor" or "Supplier" or "Vendor" or "Bidder" or "lead bidder" or "Implementation Partner" (IP) or "System Integrator" (SI) shall mean whose tender has been accepted and shall include his/her/its/their heirs, executors, administrators, legal representatives/ successors/assigns and his/her/its/their Indian Agents approved by the EMPLOYER. IP/SI/Bidder can be a company or a corporation and is the agency who provides all necessary services for the successful implementation of the project deliverables.
- vi. The bidder can be an individual organization or a consortium organizations meeting the QR. One of the consortium members responsible for performing key components of the contract shall be designated Lead Bidder. Evidence of this authorization shall be provided by submitting a power of attorney signed by legally authorized signatories of all consortium members along with the bid.
- vii. "Party" means the Owner or the Vendor, as the case may be and parties mean both of them.
- viii. "Successful Bidder" Successful Bidder means, the bidders whose bid has been accepted meeting MSEDCL's requirement in all respects and stands Lowest among acceptable bids.
- ix. "Contract" or "Work Contract" or "Work Order" means invitation to tender, instructions to Bidders, tender with all the enclosures thereto, articles of agreement, General conditions of Contract, Special conditions of Contract, specifications, price schedule, diagrams/drawings together with the letter of intent / contract itself (Work Order / Purchase Order) and other documents and correspondence specifically indicated therein.
- x. "Scope" means "Scope of product vendor, Implementation Partner & service provider as covered in Section II" of this document, which forms part of these documents.
- xi. "GCC" means General Conditions of Contract and "SCC" means Special Conditions of Contract which form part of these documents.

- xii. "Tender Specification" shall mean the GCC, SCC, SCOPE as mentioned at Section II, Instructions to Bidders read with notice to inviting tender and subsequent clarification if any furnished by the EMPLOYER for the purpose of submitting the offer by the Bidder.
- xiii. "CC" means the Conditions of Contract.
- xiv. "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" covers the entire scope of this tender document.
- xv. "Notice in Writing" or "Written Notice" means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the address given in the tender or last known business address or registered office of the Bidder and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- xvi. "Schedule" or "Work Schedule" shall mean the accepted schedules between the Bidder and the EMPLOYER forming part of the contract.
- xvii. "Letter of Intent (LOI)/ Notice of award/ Letter of Award (LOA)" means intimation from the EMPLOYER by a letter / fax / email to the Bidder that his tender has been accepted in accordance with the provisions contained in that letter / fax / email.
- xviii. "Contract Price" means the sum indicated in the LOI subject to such additions thereto or deductions there from as may be made under the Provisions hereinafter contained.
- xix. "Date of award of contract" shall mean the date of issue of Letter of Intent or the date of issue of acceptance of tender or date of contract whichever is earlier.
- xx. "Approval of the EMPLOYER" shall mean the written approval by the EMPLOYER or his authorized representative of a document, a diagram / drawing or other particulars of matters in relation to the contract.
- xxi. Words importing persons shall include firms, companies, corporations, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the contract so requires or permits.
- xxii. The contract and all correspondence between the EMPLOYER and the Bidder shall be in English language.
- xxiii. 'In charge' of Bidder is a person from the Implementation Partner/System Integrator appointed by Bidder. He will be deemed as authorized agent of the Bidder.
- xxiv. The headings to various clauses of this contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- xxv. "Technical Requirements" mean the requirements mentioned & referred in the Scope of Work given in Section II.
- xxvi. "Implementation Schedule" means the Implementation Schedule documented in the Agreed and Finalized Project Plan.

- xxvii. "Bidding Documents" refers to the collection of documents issued by the MSEDCL to instruct and inform bidders of the processes for bidding, selection of the winning bid, and Contract formation, as well as the Contractual conditions governing the relationship between the MSEDCL and the Bidder.
- xxviii. Bidder's Representative" means any person nominated by the Bidder and named as such in the Contract Agreement and approved by the MSEDCL in the manner provided Tender (Bidder's Representative) to perform the duties delegated by the Bidder .
- xxix. "System" or "Subsystem" means any application component, developed application or module to meet the technical requirements that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire CCTV Security Surveillance System.
- xxx. "Services" means all technical, logistics, management, and any other Services to be provided by the Bidder under the Contract to supply/ develop, install, implement, customize, integrate, and make operational the proposed CCTV Security Surveillance System. Such Services may include, but are not restricted to Installation, Commissioning, Go-Live, testing and Training.
- xxxi. "The Project Plan" means the document to be developed by the Bidder and approved by the pursuant to Clause 5 (G), based on the requirements of the Contract and the Development and Implementation Plan included in the bid. For the sake of clarity, "the Agreed and Finalized Project Plan" refers to the version of the Project Plan approved by the MSEDCL. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- xxxii. "Materials" means all the deliverables as per the agreement to be provided to MSEDCL under the Contract.
- xxxiii. "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- xxxiv. "Offered Product for evaluation purposes" means the product offered by the vendor or its version predecessors.
- xxxv. "Delivery" means delivery of different items at employer's site as per the scope given in Tender.
- xxxvi. "Installation" means that the System or a Subsystem installed on the hardware and made available for Commissioning as provided in Tender.
- xxxvii. "User Acceptance Tests" means the tests specified in the Functional & Technical Requirements and Agreed and Finalized Project Plan to be carried out to ascertain whether the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" or a specified Subsystem, is able to attain the functional and performance requirements (relating to commissioning) as specified in the Functional & Technical Requirements and Agreed and Finalized Project Plan, in accordance with the provisions.

- xxxviii. "User Acceptance" means the acceptance by the MSEDCL that the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" or any Subsystem(s) where the Contract provides for acceptance of the System in part(s) is capable of attaining the functional and performance requirements (relating to commissioning) as specified in the Functional & Technical Requirements and Agreed and Finalized Project Plan.
- xxxix. "Stabilization Period" " means successful running of the full Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System. Stabilization Period will start after Supply, Installation, Configuration, Commissioning, Integration, Testing of CCTV Security Surveillance System. (Both Inclusive).
- xl. "Stabilization Acceptance" means the acceptance by the MSEDCL that the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" (or any Subsystem(s) where the Contract provides for acceptance of the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" in parts) is capable of attaining the functional and performance requirements as specified in the Scope of Work and Agreed and Finalized Project Plan.
- xli. "Final acceptance" means the acceptance by the MSEDCL after successful completion of the defect liability period (Support period i.e. after completion of three years of support from the date of completion and acceptance of Final Stabilization Phase).
- xlii. "Day" means calendar day of the Gregorian calendar.
- xliii. "Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the India.
- xliv. "Month" means calendar month of the Gregorian calendar.
- xl. "Year" means a period of twelve (12) consecutive Months.
- xlvi. "Effective Date/ Kick-off Date" means the date of signing of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Acceptance dates for the "CCTV Security Surveillance System".
- xlvii. "Contract Period" is the time period during which this Contract governs the relations and obligations of the MSEDCL and Bidder in relation to the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System".
- xlvi. "Defect Liability Period" (also referred to as the "Support Period") means the period of validity of the warranties given by the commencing at the date of Stabilization Acceptance of the "CCTV Security Surveillance System" or Subsystem(s)/ Customizations, during which the Bidder is responsible for defects with respect to the "Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System" (or the relevant Subsystem[s]).
- xlix. "Annual Technical Service (ATS)" means Annual Technical Service for all the required software for the CCTV Security Surveillance System implementation.

4.2 NOTICES

Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person addressed to an authorized representative of the party with whom the communication is, or were sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the clause of submission of proposal.

4.3 INTERPRETATION

- i. Language: All Contract Documents, all correspondence, and communications to be given shall be in English and the Contract shall be construed and interpreted in accordance with that language.
- ii. If any of the Contract Documents, correspondence, or communications are prepared in any language other than English, the translation of such documents, correspondence, or communications shall prevail in matters of interpretation. The originating party, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.
- iii. Headings: The headings and marginal notes in the CC are included for easy reference and shall neither constitute a part of the Contract nor affect its interpretation.
- iv. Persons: Words importing persons or parties shall include firms, corporations, and government entities.
- v. Entire Agreement: The Contract constitutes the entire agreement between the MSEDCL and Bidder with respect to the subject matter of Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the Contract made prior to the date of Contract.
- vi. Amendment: No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.
- vii. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.4 RELATIONSHIP AND LIMITED AUTHORITY

- i. The Bidder shall not have, nor shall he represent himself as having, any authority to commit the Board to any contract, agreement, or other legal commitments in the name of or binding on the Board or to pledge or extend credit in the name of the Board. The Bidder shall perform the scope and services here under as an independent Bidder and not as an employee, agent, partner or joint venture partner of the Board.

4.5 OBLIGATIONS OF THE CCTV SECURITY SURVEILLANCE SYSTEM BIDDER

i. GENERAL

Standard of Performance

The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisor to the Owner.

ii. CONFIDENTIALITY

The Bidder and their Personnel shall not, during the term and within two years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this contract or the Owner's business or operations without the prior written consent of the Owner.

iii. DISCLOSURE

The Bidder shall agree that the MSEDCL has the right to fully disclose this contract and the identity of the Bidder, if such disclosure is required by legal authority or necessary to satisfy lender(s) information requests in support of GoM approval process etc.

iv. INDEMNITY

The Bidder assumes responsibility for and shall indemnify and save harmless the EMPLOYER, from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Bidder's obligations under the Contract, or for which the Bidder has assumed responsibility under the Contract, including those imposed under any contract, local or national and international law or laws, or in respect of all salaries, wages or other compensation of all persons employed by the Bidder in connection with performance of any work covered by the Contract. The Bidder shall execute and deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the Contract and to protect the EMPLOYER.

The EMPLOYER shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by Bidder under this contract.

v. Liability Of The Bidder

Subject to additional provision, if any, the Bidder's liability under this contract shall be as provided by the Applicable Law.

vi. Bidder's actions requiring owner's prior approval

The Bidder shall obtain the Owner's prior approval in writing before taking any of the following actions:

- i. Appointing or removing any member of the Personnel as are listed in their bid (" Bidder's Key Personnel")
- ii. Taking up a similar kind of project elsewhere during discharge of duties /obligations under this contract.

vii. Assignment and Subletting

The Bidder shall not transfer or sublet or assign the contract or any part thereof or any benefit or interest therein or there under. In the event of the Bidder contravening this condition, the EMPLOYER shall be entitled to place the contract elsewhere on the Bidder's account and at his risk and then the Bidder shall be liable for any loss or damage which the EMPLOYER may sustain in consequence or arising out of such replacing of contract.

viii. Patent Infringement

The Bidder shall protect, indemnify and save harmless the EMPLOYER, his customers and users of his products, against all liability, including cost, expenses, claims, suits or proceedings at law in equity or otherwise, growing out of or in connection with any actual or alleged patent infringement (including process patents, if any) or violation of any license and will defend or settle at the Bidder's own expense any such claims, suits or proceedings.

The EMPLOYER will notify the Bidder in writing of any such claim, suit, action or proceeding coming to his attention, giving authority and all available information and assistance for the Bidder's defense of the same. The Bidder shall appoint a counsel at his own expenses in consultation with the EMPLOYER to collaborate in the defence of any such claim, suit, action or proceeding.

ix. Reporting Obligations

The Bidder shall submit, to the Owner, the final project report along with the documents in the format as needed by the owner.

4.6 TERMINATION OF THE CONTRACT

- i. Termination for Purchaser's Convenience: The Purchaser may at any time terminate the Contract for any reason by giving the Bidder a ninety days (90) notice of termination that refers to this Clause.
- ii. Upon receipt of the notice of termination under above Clause, the Bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the "CCTV Security Surveillance System" already executed, or any work required to leave the site in a clean and safe condition. In addition, the Bidder, subject to the payment specified in below Clause, shall deliver to
 - a. The Purchaser the parts of the "CCTV Security Surveillance System" executed by the Bidder up to the date of termination;
 - b. The extent legally possible, assign to the Purchaser all right, title, and benefit of the Bidder to the "CCTV Security Surveillance System", or Subsystem, as at the date of termination, and, as may be required by the Purchaser;
 - c. The Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Bidder as of the date of termination in connection with the "CCTV Security Surveillance System".
- iii. In the event of termination of the Contract under above Clause, the Purchaser shall pay to the CCTV Security Surveillance System Bidder the following amounts:

- a) The Contract Price properly attributable to the parts of the “CCTV Security Surveillance System” executed by the Bidder as of the date of termination;
- b) The cost of satisfying all other obligations, commitments, and claims that the Bidder may in good faith have undertaken with third parties in connection with the Contract and that are not covered by above Paragraphs.

iv. Termination for Bidder’s Default

- A.** The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Bidder, referring to this Clause.
- a) If the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder members are corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; If the Bidder assigns or transfers the Contract or any right or interest therein in violation of the provision of Tender Clause (Assignment and subletting);
 - b) If the Bidder, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract;
 - c) If the Tenderer, before contract award, has committed a transgression through a violation of any of the terms under **Annexure # 8** or in any other form such as to put his reliability or credibility as Tenderer in to question, the Principal is entitled to disqualify the tenderer from the tender process or to terminate the contract, if already signed for such reason;
 - d) If the tenderer, after the Contract award has committed a transgression through a violation of any of the terms under **Appendix # 1** (Mandatory Clauses) or in any other form such as to put his reliability or credibility as Tenderer in to question, the Principal is entitled also to exclude the Tenderer / Contractor from future contract process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Contractor and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.
- B.** If the Bidder:
- a) Has abandoned or repudiated the Contract;
 - b) Has without valid reason failed to commence work on the “CCTV Security Surveillance System” promptly;
 - c) Persistently fails to execute the Contract in accordance with the contract or persistently neglects to carry out its obligations under the Contract without just cause;
 - d) Refuses or is unable to provide sufficient Materials, Services, or labour to execute and complete the “CCTV Security Surveillance System” in the manner specified in the Agreed and Finalized Project Plan furnished at rates of progress that give reasonable assurance to the Purchaser that the Bidder can attain Go-Live Acceptance of the “CCTV Security Surveillance System” by the Time for Achieving Stabilization Acceptance as extended; then, the Purchaser may, without prejudice to any other rights it may possess

under the Contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Bidder that refers to this Clause.

- v. Upon receipt of the notice of termination under Clauses 4.6, the Bidder shall, either immediately or upon such date as is specified in the notice of termination:
 - a. Cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the "CCTV Security Surveillance System" already executed or any work required to leave the site in a clean and safe condition;
 - b. Deliver to the Purchaser the parts of the "CCTV Security Surveillance System" executed by the Bidder up to the date of termination, subject to the receipt of payment stated in clause.
 - c. To the extent legally possible, assign to the Purchaser all right, title and benefit of the Bidder to the "CCTV Security Surveillance System" or subsystems as at the date of termination, Contract
 - d. Deliver to the Purchaser all drawings, specifications, and other documents prepared by the Bidder as at the date of termination in connection with the "CCTV Security Surveillance System".
- vi. The Purchaser may enter upon the site, expel the Bidder, and complete the "CCTV Security Surveillance System" itself or by employing any third party. Upon completion of the "CCTV Security Surveillance System" or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Bidder that such Bidder's Equipment will be returned to the Bidder at or near the site and shall return such Bidder's Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the Bidder's Equipment from the site.

4.7 FORCE MAJEURE

If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However, in the event of the EMPLOYER having agreed, the services under the Contract shall be resumed after such Event has come to end/ceases to exist. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least 6 months and the EMPLOYER not having terminated the Contract by that time, the two parties shall consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 3 months from the expiry of 6 months referred to above, the Contract shall be deemed to have expired at the end of the 3 months referred to above. The above mentioned expiry of the Contract will imply that both the parties have obligations to reach an agreement regarding the winding up and financial settlement of the Contract.

4.8 FAIRNESS AND GOOD FAITH

i. Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

ii. Operation of Contract

The parties recognize that it is impractical in this contract to provide for every contingency, which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either of them.

4.9 SETTLEMENT OF DISPUTES

- i. The decisions, opinions, directions, certificates of valuation of the MSEDCL with respect to all or any of the matters under Tender clauses and special conditions of contract for the decision of which specific provisions have been made here of, which matters here in referred to as "excepted matters" shall be final and conclusive and binding on the parties hereto shall be without appeal.
- ii. Any notice to be given to the Bidder under the terms of these conditions shall be considered as duly served if the same shall have been delivered to, left for, or posted by registered post to the address of the Bidder at their registered office or address given in the tender. Similarly, any notice to be given to the EMPLOYER shall be considered as duly served, if the same shall have been delivered to, left for, or posted by registered post to the EMPLOYER'S office at Mumbai
- iii. The Agreement shall in all respects be construed and carried into effect and rights and liabilities of the parties hereto shall be regulated according to the laws of India.
- iv. Mutual Settlement of Disputes : Except where otherwise provided for in the contract, all questions and dispute relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussions, negotiations, deliberation and consultations between both the parties.
- v. Conciliation: If the effort to resolve all or any of the disputes through mutual settlement fails, such disputes shall be referred to the conciliator to be appointed by the mutual agreement of both the MSEDCL and the Bidder. The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award. The venue of Conciliation shall be Mumbai, Maharashtra, India.
- vi. Arbitration: Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the MSEDCL and the Bidder amicably as mentioned in Tender. If however, MSEDCL and the Bidder are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Arbitration. The Arbitration proceedings, in case of foreign Contractor shall be regulated and governed by the rules of Arbitration and Conciliation of International Chamber of Commerce, Paris. The venue shall be Mumbai, Maharashtra, India.
- vii. The arbitration proceedings in case of Indian Contractor shall be regulated and governed by Arbitration and Conciliation Act, 1996 and the statutory modification thereof to the said act if any. Each party shall appoint its arbitrator; the two arbitrators so appointed shall appoint a third arbitrator who shall be the presiding arbitrator. The Arbitral Tribunal shall give a reasoned award. The award made in pursuance thereof shall be binding on the parties. The arbitration

shall be governed and regulated in all respect according to Laws of India. The venue shall be Mumbai, Maharashtra, India.

- viii. The further progress of any work under the contract shall unless otherwise directed by the EMPLOYER continue during the arbitration proceedings and no payment due or payable by the EMPLOYER shall be withheld on account of such proceedings. It shall not be open to arbitrator(s) to consider and decide whether or not such work shall continue during the arbitration proceedings.
- ix. The courts at Mumbai, Maharashtra, India shall alone have jurisdiction and the applicable laws shall be the Laws of India.

4.10 THE POLICY & PROCEDURE FOR DEBARRING OF AGENCY FROM BUSINESS DEALINGS WITH MSEDCL:

The Policy & Procedure for Debarring of Agency from Business Dealings with MSEDCL is as per Section-6 in order to ensure participation of reliable and honest bidders /contractors / vendors, etc. and forms the parts of tender document.

The bidder shall submit the declaration along with the bid as below:

- a) The business dealings with the agency have not been debarred by any Ministry of GoI / GoM / State owned electricity distribution utility and still in force.
- b) The Directors, Proprietors, Partners, Employee(s) or owner of the agency have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

5. SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITION 1

Special Conditions of Contract (SCC) shall be read in conjunction with all the conditions specified in the General Conditions of Contract, SCOPE FOR "CCTV Security Surveillance System", Instructions to tender read with notice inviting tender and any of their documents forming part of this tender where ever context so requires.

SPECIAL CONDITION 2

Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary and complementary to each other part and shall be read with and into the contract so far as it may be practicable to do so.

SPECIAL CONDITION 3

Special conditions of Contract (SCC) along with General Conditions of Contract (GCC), SCOPE FOR CCTV Security Surveillance System, Instructions to tender read with notice inviting tender shall be final and binding. In case of any discrepancies between various sections of the contract, the following order of preference shall be observed:

- 1) Scope
- 2) Invitation and Instructions to the Bidder, Bidding documents
- 3) SCC
- 4) GCC

SPECIAL CONDITION 4

Wherever it is mentioned in the contract that the Bidder shall perform certain work or provide certain services, it is understood that the Bidder shall do so at his cost and the cost of the work or services is included in the Contract price.

CREDENTIALS OF Bidder FOR SOLUTION: These have been detailed in **Mandatory** conditions given at [Appendix # 1](#).

5.1 SCOPE OF CONTRACT

- i. Unless otherwise expressly limited in the Section II of tender document or Scope of the Work, the Bidder's obligations involve product, implementation, integration, testing, acceptance, achieving go live, stabilization and stabilization acceptance of the "CCTV Security Surveillance System", provision of all the "CCTV Security Surveillance System" components and materials as well as performance of all Services, as tendered in this document, & in accordance with the plans, procedures, specifications, and any other documents specified in the Contract and the Agreed and Finalized Project Plan, at no additional cost.
- ii. The Bidder shall, unless specifically excluded in the Contract, perform all such work and / or supply all such items, service materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining stabilization acceptance of the "CCTV Security Surveillance System" as if such work and / or items and Materials were expressly mentioned in the Contract, at no additional cost.

5.2 CONTRACT DOCUMENT

- i. All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

5.3 COMMENCEMENT TIME AND TIME DELAYS

- i. The Bidder shall commence work on the “CCTV Security Surveillance System” System within seven (7) days from date of issue of Letter of Intent or Signing of the Contract whichever is earlier. The Bidder shall thereafter proceed with the supply/ development, installation, implementation and integration of the “CCTV Security Surveillance System” System in accordance with the time schedule specified in the Agreed and Finalized Project Plan and in consultation with local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL. The Bidder shall make arrangements for specific category of personnel within reasonably short notice and shall mobilize the team/personnel within specified days of the starting date or such period when the Owner makes the requisition.
- ii. The Bidder shall achieve stabilization acceptance of the “CCTV Security Surveillance System” System or Subsystem(s) in accordance with the time schedule specified in the Agreed and Finalized Project Plan, or within such extended time to which the Bidder shall be entitled under concerned Tender Clause. If the successful bidder requests for an extension of commencement of work, the MSEDCL decision is final.

5.4 ROLE OF CCTV SECURITY SURVEILLANCE SYSTEM BIDDER

- i. The Bidder has the overall responsibility of implementing CCTV Security Surveillance System as per the Scope mentioned at Section II of this document.
- ii. The Bidder is responsible for conducting all the Acceptance Tests for the “CCTV Security Surveillance System” in accordance with Tender Conditions.
- iii. The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and Finalized Project Plan as per delivery schedule of scope of work. Failure to provide such resources, information, and decision-making may constitute grounds for termination.
- iv. The Bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- v. The Bidder shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Bidder. The Bidder shall indemnify and hold harmless the MSEDCL from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Bidder or its personnel, but without prejudice to Tender Conditions. The Bidder shall not indemnify the MSEDCL to the extent that such liability, damage, claims; fines, penalties, and expenses were caused or contributed to by a fault of the MSEDCL.
- vi. The Bidder shall provide the key personnel namely the Project Leader, Module Leaders, Quality Assurance personnel any Specialist/Analysts required as appropriate, need to have sufficient experience as per Tender Conditions in terms of relevance and number of years required to implement the “CCTV Security Surveillance System”. Should the profile of any personnel be not

acceptable to the MSEDCL will require the Bidder to suitably replace such personnel. They are to be assigned to the project on full time basis.

- vii. If for any reason beyond the control of the Bidder, there arises a need to replace any personnel, the Bidder shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the MSEDCL.
- viii. Neither the Bidder nor its Personnel shall during the term of this Contract, engage in any business or professional activities in India/ Abroad which would conflict with the activities assigned to them under this Contract.
- ix. The Bidder is responsible for performing and safely storing, timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the MSEDCL elsewhere in the Contract.
- x. The Bidder will have primary responsibility for the successful running and stabilization of the "CCTV Security Surveillance System" in accordance with Tender Conditions.
- xi. In case project gets delayed due to any reason attributed to Bidder, no additional payment shall be done.

5.5 PROJECT PLAN

- i. In close cooperation with the MSEDCL and based on the Preliminary Project Plan included in the Bidder's bid, the Bidder shall develop a Project Plan encompassing the activities specified in the Contract.
- ii. The Bidder shall formally present the Project Plan to the local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL in accordance with the Technical Requirements and get the Project Plan approved. The bidder has to specify the strategy and methodology with time frame and the synchronization of various phases of Project to ensure completion of Project in time. The Project plan shall also include a PERT chart describing the activities, resources required on the time for completion. The plan shall also bring out the critical areas needing continuous attention of the MSEDCL.
- iii. If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed and Finalized Project Plan shall be incorporated in the Contract by amendment, in accordance with Tender Conditions.
- iv. The Bidder shall undertake to supply, install, test, implement, integrate, commission and ensure the stabilization of the System in accordance with the Agreed and Finalized Project Plan and the Contract.
- v. The Progress and other reports specified shall be prepared by the Bidder and submitted to the local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL in the format and frequency specified in the Agreed and Finalized Project Plan.
- i. Changes to the Project Plan, if required, shall be made with the mutual consent of the local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL and the Bidder.

5.6 DESIGN AND DEVELOPMENT

- i. Bidder shall execute the basic and detailed design and the implementation activities necessary for successful installation of the "CCTV Security Surveillance System" in compliance with the provisions of the Contract or where not so specified, in accordance with good industry practice.
- iii. The Bidder shall be responsible for any discrepancies, errors or omissions in the specifications, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Bidder by or on behalf of the MSEDCL.

5.7 INSPECTION CUM INSTALLATION COMMISSIONING AND USER ACCEPTANCE TESTS (UAT)

The bidder shall submit the Inspection cum Installation Commissioning Report and UAT certificate from respective Stores / substation / switching station in charge or higher officer confirming that material (hardware/ software/documents) is installed, configured and commissioned at the location and working satisfactorily.

5.8 STABILIZATION

Stabilization Period will start after the commissioning of each location of CCTV Security Surveillance System. Certificate of Stabilization from respective Stores / substation / switching station in charge or higher officer confirming that system is working satisfactorily for minimum 60 days and after successful completion of all Training requirements.

5.9 PERFORMANCE GUARANTEE

- i. The Bidder guarantees that, once the User Acceptance and Stabilization Acceptance Certificate have been issued, the "CCTV Security Surveillance System" represents a complete solution to the Purchaser's requirements set forth in the Scope of Work and it conforms to all other aspects of the Contract.
- ii. If, for reasons entirely attributable to the Bidder, the "CCTV Security Surveillance System" does not conform to the Scope of the Work or does not conform to all other aspects of the Contract, the Bidder shall at its cost and expense make such changes, modifications, and/or additions to the "CCTV Security Surveillance System" as may be necessary to conform to the Scope of Work and meet all functional and performance standards. The Bidder shall notify the Purchaser upon completion of the necessary changes, modifications, and/or additions and shall request the Purchaser to repeat the Stabilization Acceptance Tests until the "CCTV Security Surveillance System" achieves Stabilization Acceptance Tests.
- iii. If the "CCTV Security Surveillance System" (or Subsystem[s]) fails, to achieve Stabilization Acceptance, due to reasons entirely attributable to the Bidder, the Purchaser may consider termination of the Contract, pursuant to tender Conditions, and forfeiture of the Bidder's performance security in accordance with tender Conditions in compensation for the extra costs and delays likely to result from this failure.

iv. The bidder will provide the following:

1) **Phase-I :**

- a) Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value (excluding the AMC and the recurring charges), for the CCTV Security Surveillance System as per criteria defined in this document. The Performance Bank Guarantee should be valid from the date of start of the project for **18 months** as required. On receipt of Performance Bank Guarantee, the EMD/Bid security of the bidder will be returned.
- b) In case successful bidder fails to submit a valid Performance Bank Guarantee of required amount within 14 days from the date of intimation of acceptance of its tender, MSEDCL reserves the right to cancel the order and forfeit its EMD/Bid security.
- c) The Performance Bank Guarantee shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the Employer at the end of the contract period & after submission & acceptance of Annual Maintenance Contract Bank Guarantee.

2) **Phase-II:**

- d) **Bank Guarantee for Annual Maintenance Contract:** The vendor shall furnish Annual Maintenance Contract Bank Guarantee (BG) equivalent to 10 % of Annual Maintenance Contract value. The Annual Maintenance Contract BG shall be submitted to the MSEDCL before the expiry of warranty period failing which the Performance Bank Guarantee shall stand forfeited. The Annual Maintenance Contract BG shall be valid for a minimum period of **48 months with claim period of additional 6 months i.e. 54 months.**
 - e) Bank Guarantee for Annual Maintenance Contract shall be returned to the bidder after successful completion of the entire Maintenance contract period to the fullest satisfaction of the Employer at the end of the Maintenance contract period.
 - f) The bidders are expected to provide details (including extent of coverage and costs) of the performance guarantee / technical support that will be offered by them for each element of the CCTV Security Surveillance System, viz: the **system and implementation services**
- v. **Performance Guarantee** The bidder will guarantee to MSEDCL the performance of the SOLUTION for a period as stated above. The performance of the solution will be measured against Technical Requirements (Refer [Appendix # 2](#)) expected of the SOLUTION. This Performance Guarantee (PG) will extend to all components of the solution including software and implementation services. MSEDCL will measure the performance of the SOLUTION against the functional and technical requirements and MSEDCL's decision in this respect will remain binding on the bidder.

5.10 ANNUAL MAINTENANCE CONTRACT [Applicable after end of 18 months]

- i. The entire CCTV System supplied and installed should be under onsite warranty of One year against all types of defects and deficiencies from the date of handing over of the system to MSEDCL. Any defects found in the product/sub-product within the warranty period of One year shall be rectified/ replaced by the vendor free of cost. During this period of warranty, servicing at quarterly interval or earlier without any additional cost besides attending to call back services in case of break down shall be carried out free-of-cost. This includes replacement of parts and spare parts and any number of breakdown calls.

- ii. After lapse of warranty offered by Manufacturer, CCTV camera with all its accessories will be on Four year maintenance, and the bidders should quote the rate per year in price bid. Maintenance charges will be paid to the successful bidder on quarterly basis after deduction of applicable taxes and against submission of a service report.
- ii. During the AMC period, the supplier is expected to visit the concerned branches at least once in a month for preventive maintenance/servicing and on call by the MSEDCL any number of times in case of defects, if any, in the system without any additional cost to the MSEDCL and the supplier shall maintain the equipment and repair/replace all defective components, major or minor and may use for this purpose spares or consumables at no additional charge other than the AMC contract charges.
- iii. AMC shall be on-site comprehensive maintenance, which includes preventive as well as corrective maintenance. The firm awarded with the maintenance contract shall carry out preventive maintenance of equipment on quarterly basis/ as per requirement and shall maintain the proper record thereof.
- iv. The comprehensive maintenance shall be carried out primarily at the premises of MSEDCL on all working days during office hours or even beyond office hours or on holidays depending upon exigency of work as and when so required. In case, the service provider feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and get it repaired within 2 working days. The firm shall maintain proper service call sheets which will be duly signed by the Engineer and the concerned official of the department.
- v. The agency shall ensure that the equipment is retained in its original or higher configuration and form. In the event of any downward alteration to the equipment by the agency or any attachment made thereto, the agency shall pay for any repair/replacement and adjustments required to restore the equipment to its original state. The faulty equipment parts replaced must be new and equivalent in performance of existing parts.
- vi. It shall be ensured that all the equipment are operational under controlled power supply and all defective equipment if any shall be rectified/replaced without any additional cost to the MSEDCL. The vendor will not raise any condition with regard to the working environments including voltage, earthing etc for equipment covered under AMC.
- vii. AMC shall cover each and every part of CCTV camera and accessories including plastic body and parts, replacement of any part necessary for keeping the CCTV system active and free from any defects/disturbance, any unscheduled call for corrective and/or preventive maintenance services, taking appropriate measures/steps in time to set right the malfunctioning of the CCTV of the system. Maintenance of the CCTV surveillance system includes Camera Visibility Test, NVR Recording, NVR Recording Test, NVR Settings Verification, and Disk Error Check. Replacement of CCTV Parts and UPS. The cost of UPS batteries after expiry of 1 year warranty period will be in the scope of concerned Stores In-charge or Substation/Switching Station In-charge MSEDCL. However, its transportation, replacement, installation & commissioning should be done by the successful bidder free of cost during AMC period.
- viii. The faulty equipment parts replaced must be new and equivalent in performance of existing parts. Replacement of cable/other equipment will not be covered in the event of fire/Natural calamity, vandalizing of equipment and its accessories.
- x. The firm will ensure 99% uptime for the entire equipment.
- xi. After the 4 year AMC period, the supplier may continue the Annual Maintenance Contract at the price/charges as may be mutually agreed upon by the MSEDCL and the supplier. If any of the peripherals, components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or

higher capacity at no additional charges to the MSEDCL during the currency of warranty period and AMC period.

- xii. During every monthly visit, the agency has to do following jobs like attending the break-down calls, inspect the overall condition of the CCTV system, cameras, power back-up and wiring. Test and check the system for proper functioning and diagnose any defects noticed during testing as reported by the MSEDCL. Test the unit for overheating, if detected. Check all components with other circuitry and components. Check power and video cables. Test all cameras fitted in the Office premises Check the entire wiring for loose connections, loose fittings, damage by rodents etc especially at floor crossings. Check whether all cameras are working in night mode for correct operations and smooth working. Check all camera connections and mountings. Ensure that the cameras are installed in secured locations and optimum height, which cannot be tampered easily by the miscreants. Replace the defective parts, if any, and destroy the replaced part(s) in front of the MSEDCL official(s). Test the whole system in both modes using each camera and demonstrate the same to the Office staff. Remove any defects or complaints reported by the MSEDCL.
- xiii. The successful bidder has to obtain signature of the with local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL or any other Authorized Official of the Office with Office Seal and date on the Service Certificate clearly specifying the work done and parts replaced. Spares and components of reputed Companies only should be used. Wires used should be of recognized Companies and should conform to the ISI specifications on the same. The Representative(s) of the Contractor will always produce their Identity Cards issued by the Firm to the MSEDCL officials before commencing the work.
- xiv. The Vendor should undertake to depute technicians to pay monthly statutory visits (12 per year) and also attend to all break down calls as and when required within the time limit mentioned hereinabove, to each of the Offices (where CCTV System is to be installed) for maintenance of CCTV Systems. Depute technicians to repair faults arising due to and because of faulty, incorrect, or incomplete maintenance work and also arising out of any other technical faults. No separate charges will be paid for visits. The Technicians will carry adequate and suitable tools, equipments, spares and other required materials for maintenance work. The maintenance schedule will be as per details given herein above. The Contractor will ensure that the CCTV Systems are in perfect working conditions all through.
- xv. The fault repair calls shall be attended immediately. Contractor will have to maintain a complaint register at his office and each complaint will be given a serial number for easy management. The Contractor will prepare a Servicing Memo in quadruplicate and will get the same signed by the Authorized Official on satisfactory completion of the work. One copy of the same will be handed over to the Office immediately. The Contractor will submit the following reports of all the Offices of MSEDCL within 10 days of the end of each month. Overall maintenance and defects status report of all Offices .Extract of the Complaint Register for the month. One copy of the Servicing Memo(s) duly signed by local Security & Enforcement section in-charge and respective Stores / substation / switching station in charge or higher officer MSEDCL or any other Authorized Official of the MSEDCL Office with Office Seal and date.

5.11 RETRIVAL OF RECORDING ON CD/DVD/EXTERNAL DEVICE

As per requirement of the MSEDCL office, the vendor should retrieve recording for a particular time period and preparing a CD/DVD/ EXTERNAL DEVICE of the same, the vendor would make arrangements to retrieve and provide such recording on CD/DVD/ EXTERNAL DEVICE within 24 Hours of the request made. The vendor will not be paid any additional charges and will be a part of AMC.

5.12 GOVERNANCE LAW

- i. This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The laws applicable to this contract shall be the laws in force in India. The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

5.13 GENERAL

- i. There shall be no suspension of work on account of arbitration provided that the obligations of the MSEDCL and shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.
- ii. The cost of arbitration shall be borne by the Implementation partner. The cost shall inter-alia include the fees of the arbitration(s) as per the rates fixed by the arbitrator from time to time.
- iii. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

5.14 INSURANCE

- i. The insurance and safety of all men and material of the Bidder at the MSEDCL's site shall be the responsibility of the Bidder. The Bidder, at his cost shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the Owner against all risks.

5.15 BIDDER TO OBTAIN HIS OWN INFORMATION

- i. Bidder shall for all purposes and whatsoever reason may be, deemed to have independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document is for guideline/ information only, to help the Bidder to prepare his tender.
- ii. Bidder shall be deemed to have examined the tender documents and to have obtained his own information in all matters whatsoever that might influence carrying out the implementation of the CCTV Security Surveillance System at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission there from shall not vitiate the contract or release the Bidder from executing the work comprised in the contract according to the scope of work and specifications at scheduled rates. Bidder is deemed to know the scope, nature and magnitude of implementing CCTV Security Surveillance System. The Bidder shall be deemed to have visited the sites, offices and surrounding areas, to have satisfied himself to the nature of all existing Business processes and also as to the nature and the conditions of available facilities and communications and possible interruptions thereto the access and egress from site and to have made enquiries, examined satisfied himself of the sites in respect to requirements for implementing CCTV Security Surveillance System and to have made local independent enquiries on all matters affecting the contract. Bidder is deemed to have acquainted himself his liability for payment of Government Taxes, Customs and Duties and other charges.
- iii. Any neglect or failure on part of the Bidder in obtaining necessary and reliable information on issues stated in the above clause or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for implementing the CCTV Security Surveillance System at the scheduled rates and time in strict accordance with the contract documents.

- iv. Any change in site conditions or technological requirement shall be binding on the Bidder and no extra claim on this account shall be entertained.
- v. The oral agreement or inference from conversation with any officer or employee of the EMPLOYER either before, during or after the execution of the contract agreement shall not in any way affect or modify the terms and obligations herein contained.

5.16 BID SECURITY

The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance guarantee. The bid security of the unsuccessful bidders will be returned as promptly as possible, after award and signing of the Contract Agreement or expiration of the period of bid validity, whichever is earlier.

5.17 PERFORMANCE GUARANTEE/SECURITY DEPOSIT

Within **14 (fourteen) days** of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of ATS, Product & Implementation to an amount not less than Ten Percent (10%) of the Contract Price (excluding the AMC and the recurring charges) in accordance with the Conditions of Contract. The form of performance guarantee is provided in [Appendix # 3](#) & [Appendix # 4](#) of the bidding documents may be used or some other form acceptable to the Employer. The performance guarantee shall be denominated solely in Indian Rupees, and shall be in the form of an unconditional and irrevocable Bank Guarantee issued by a Nationalized or Scheduled Bank. The bank guarantee shall, if invoked, be encashable when presented in the branch office of such Bank located in Mumbai, Maharashtra.

- i. Failure of the successful bidder to comply with the requirements Tender Conditions shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/bid security.
- ii. The Performance Bank Guarantee shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the Employer at the end of the contract period .
- iii. The successful bidder is required to fulfill requirement of Product & Implementation as per criteria defined in this document, for a period of 66 months from the date of start of project.
- iv. If required the amount and validity of additional Bank Guarantee/s in case of any changes necessitated to be submitted by the successful bidder shall be calculated by the Employer on the basis of details to be provided by the successful bidder. The successful bidder has to submit the fresh performance guarantee two months prior to completion of work. In case the contractor fails to submit the information and fresh Performance Guarantee, the retention amount available with the Employer will be withheld & it will be released only after submission of the required Performance Guarantee, by the successful bidder.
- v. If Bidder or their employees damage, break, deface the property belonging to the EMPLOYER or others during the execution of the contract, the same shall be made good by the Bidder at his own expense and in default thereof; the MSEDCL may cause the same to be made good by other agencies and recover expenses from the Bidder for which the certificate of the MSEDCL shall be final.
- vi. **FORFEITURE OF PERFORMANCE BANK GUARANTEE**
 - a) Whenever any claim against the Bidder for the payment of a sum of money arises out of or under the contract, the EMPLOYER shall be entitled to recover such sum by en-cashing in part or whole the P.B.G. Bond submitted by the CCTV Security Surveillance System bidder. In the event of the P.B.G. Bond being insufficient or if no other security has been taken from the Bidder, then

the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Bidder. The Bidder shall pay to the EMPLOYER on demand any balance remaining due.

- b) In the event of any breach by the Bidder or any loss or damage occasioned by the EMPLOYER which in the opinion of the EMPLOYER has arisen, the decision where of shall be final and binding on the Bidder or in the event of the termination of the contract for any such breach, the P.B.G. Bond is liable to be forfeited. The decision of forfeiture by the EMPLOYER shall be final and binding on the Bidder.

5.18 TIME OF PERFORMANCE

- i. The Zero date of the contract shall commence from the date of issue of LOA by the EMPLOYER. Time period of contract is 18 months which includes six (6) months of CCTV Security Surveillance System implementation and integration.
- ii. Time period of Annual Maintenance Contract is four (4) years for defect liability period (Support period).
- iii. The Bidder should bear in mind that the stipulated time for completing the scope as per the contract is the essence of the contract, unless such time is extended pursuant to the provisions of this contract. Request for Revision of time after tenders are opened will not receive consideration. The above period of ten days for submission of PBG Bond is also included within the overall schedule, not over and above the completion time.
- iv. The Bidder shall complete the entire work in-line with tender specification within the stipulated time frame. No extra time or extension of contract period is allowed unless specifically agreed to in writing by the EMPLOYER.

5.19 EXTENSION OF TIME

- i. If, for any special circumstances, an extension of time for implementing CCTV Security Surveillance System of the report is required, then they should inform to the MSEDCL, within 15 days from the date of occurrence of such circumstances, full particulars of any request for extension of time for which he may consider himself entitled in order that such request may be examined. The decision of the MSEDCL shall be final and binding in this aspect and no additional remuneration shall be payable for the extended period for the scope of work covered under Work Order/ Purchase Order.

5.20 PRICES

- i. The Bidder should submit their prices separately for each category of supply/service as per enclosed price bid format at [Form # 5](#).
- ii. The Price quoted by the Bidder shall remain firm and binding during the Contract Period subject to the variations stipulated hereinafter. The break-up of Price with respect to the supply/service and the respective quantities for successful implementation of CCTV Security Surveillance System shall be considered as indicative. The Bidder shall perform all his works as envisaged in the Agreement.
- iii. Should the actual physical supplies and services are found more than those indicated by the Bidder in the Price Schedule, the Bidder shall not be entitled for any additional amount from the Employer. However in the event of decrease in actual supplies/services, the Contract Price shall be adjusted for the decreased supplies/services.

- iv. Unless specified otherwise in the Employer's Requirements, the prices to be quoted are intended to provide for all work duly and properly completed in accordance with the General Conditions of Contract and Special Conditions of Contract. Any additional items that are essential for execution and satisfactory implementation of CCTV Security Surveillance System shall be deemed to include and cover but not limited to inter-alia, the following:
1. The Prices shall include cost of delivery of all items for successful implementation of CCTV Security Surveillance System. Items delivered by the Bidder for which payment was made by the Employer shall remain the property of the Employer whether those are used or not.
 2. The delivery terms for all supplies/services shall be on F.O.R. the Employer's site basis.
 3. Payment against supplies shall be released only on receipt and acceptance of services / material as per payment terms referred at Tender Conditions.
 4. The rates quoted by the Bidder shall be as per the Price Schedule format ([Form # 5](#))
- v. Bidders shall give a breakup of the prices in the manner and detail called for in [Form # 5](#). All duties, taxes and other levies payable by the Contractor under the contract or for any other cause as of the date twenty eight (28) days prior to the deadline for submission of bids, (except for Goods and Service Tax chargeable to Employer, which shall be shown separately), shall be included in the rates and prices and the total bid price submitted by the bidder and the evaluation and comparison of bids by the Employer shall be made accordingly.
- vi. All payments shall be made directly to the bidder or the Bidder member on necessary certification by the Bidder leader and on compliance of contractual terms & conditions. No Letter of Credit is envisaged for Rupee payment.
- vii. In case of shortage/missing/damage/ failure of any product identified at any point of time within the period specified by the Contract including guarantee period, the agency shall supply/replace the same without any financial implication to the Employer. The taxes, duties, clearing & forwarding and other charges incurred by the Employer in this regard shall be recovered from the Bidder's pending bills and in case no bills are pending the same shall be made good by the Bidder. The Bidder shall accordingly submit the subsequent invoices.
- viii. The bidder shall stand guarantee for the overall performance of the contract including for the supplies made/work done and work to be done by their Bidder members. Towards this guarantee, the Bidder shall submit a performance BG/security deposit for 10% of the Contract Price as per tender Conditions.
- ix. Considering the progress of the works and in order to meet the Contract Schedule, the Contractor shall carry out the works on round the clock if required, duly complying the statutory and site requirements.
- x. Any other activity necessary for the completion of the supply, installation, tests & commissioning up to guarantee period as per General Conditions of Contract, Special Conditions of Contract if any, and Specifications.
- xi. All procedures required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Contractor.
- xii. The bidder shall note that the prices quoted shall include all the items and services listed at [Form # 5](#) (Price bid format)

5.21 TAXES & DUTIES

The quoted prices should be 'FIRM' inclusive of all of Govt. Statutory/ Levis/ Taxes & Duties as applicable.

1. The estimated cost of GST chargeable to the Employer by the Contractor, wherever applicable, shall be shown separately in the Bidder's quotation, but will not be taken into consideration during evaluation. The Employer will pay the cost of GST due to the Government at their actual cost during execution.

The bidder should also note that the Employer will discharge its tax liability under the most beneficial scheme for availing the maximum cost advantage. Bidder should therefore take any GST to which they may be legally entitled into consideration while offering their quoted rates / prices.

2. Upward variation in GST if any applicable after opening of price bid/revised price/revision in price as the case may be (based on which the order on contract shall be placed) shall be reimbursed by the EMPLOYER subject to production of necessary documents by the Bidder. Similarly withdrawal/downward revision in variation in GST shall be adjusted in the price quoted and benefit shall be passed to the EMPLOYER. Variation of GST shall be reimbursed and no other variation shall be considered. Fresh taxes & levies, if any, as may be applicable on this contract, shall be reimbursable against documentary proof to be submitted by the Bidder. The bidder has to consider all taxes & duties applicable on this contract. Any omission, or non- inclusion, either declared or not declared, of any taxes and duties that are applicable at the time of submission of price bid/revised price bid /revision in prices shall not be considered as a reason for reimbursement of such taxes and duties at a later date.
3. During tenure of the contract if any new taxes/duties/levies etc. are imposed or rates undergo changes, as notified by the Government and become applicable to the subject works, the same shall be reimbursed by the Employer on production of documentary evidence in respect of payment of the same. Similarly, benefits accruing to agency on account of withdrawal/reduction in any existing taxes and duties shall be passed on to the Employer.
4. Variation in GST after opening the Price Schedule and/or revised Price Schedule as the case may be (based on which the order on Contract shall be placed) shall be reimbursed by the Employer subject to production of necessary documentary evidence by the Contractor at the time of submission of bill. Similarly withdrawal/ downward revision in GST shall be adjusted in the price quoted and benefit shall be passed to Employer. However if the Work is delayed for the reasons attributable to the Employer and extension of the Time for Completion is granted, variation in Taxes and Duties enacted during Contractual completion/execution period, the adjustment in contract price shall be allowed within the extended period of the Contract. Similarly, if the Work is delayed for the reasons attributable to the Contractor, variations in Taxes and Duties will not be paid.
5. The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal requirements as per various statutory provisions.
6. The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual delivery / execution period, adjustment in the Contract Price shall not apply.
7. All formalities required under statutes, for availing any concessions under relevant tax laws shall be adhered to by the Bidder.

5.22 DEDUCTION OF TAXES AT SOURCES

1. Recovery at source towards income tax calculated at the rate prescribed from time to time under the Income Tax Act 1961 and other relevant sections of Income Tax Act shall be made from the bills of the Bidder and the amount so recovered shall be deposited with the Income Tax Department. Necessary TDS certificate to this effect will be issued to the Bidder in the prescribed pro-forma.
2. If any other taxes / duties are to be recovered at source as per government regulations from time to time the same shall be recovered from the bills payable to the Bidder. Necessary receipt to this effect will be issued to the Bidder in this regard.

5.23 LIQUIDATED DAMAGES**(a) LIQUIDATED DAMAGES (FOR NON DELIVERY & COMMISSIONING)**

1. The Bidder shall stand guarantee for the performance and output as envisaged in the tender specification
2. In case of a delay in the deliverables (milestones as per below table) within the period stipulated in the agreement, the Bidder shall be liable to pay, at the discretion of the competent authority of MSEDCL, the liquidated damages to MSEDCL up to ½ % + GST if applicable per week or part of week on the price, subject to a maximum ceiling of 10% reckoned on the total contract value. Due consideration may be given in the levy of liquidated damages for reasons absolutely beyond the control of the Bidder, for which documentary evidence shall be produced to the satisfaction of the competent authority of MSEDCL. The decision of MSEDCL undersigned shall be final and binding on Bidder.

At any time after the placement of this order if the Bidder fails to fulfill the obligations arising out of this order MSEDCL will have the right to get the work done from any other agency for completing the remaining work at Bidder's risk & cost.

Milestone	Timelines	% age penalty on Price
Supply, Installation, Configuration, implementation Integration, Testing, and commissioning of CCTV Security Surveillance System Hardware, Software, field material in all at MSEDCL location(s)/ Project Area as per the Work order.	Within 6 months	Not Applicable
	Beyond 6 months	0.5% + GST if applicable of Contract Value per week or part-thereof with maximum 10% of the contract value may be levied from the bill of the contractor

(b) LIQUIDATED DAMAGES POST COMMISSIONING AND ACCEPTANCE OF CCTV SYSTEM (FOR NON PERFORMANCE)

In case of any item becoming out of order or defective, or major defects noticed which cause complete dislocation of system during the currency of the contract and the defects are not attended and rectified by the contractor within a period of 2 working days from the time of receipt of intimation from authorized representative, a penalty at Rs. 100/- per day beyond 2 working days for the number of days for which the system remains out of order and beyond 5 working days penalty would be Rs. 200/- per day for the number of days for which the system remains out of order or the expenditure incurred by the MSEDCL for rectification of the system through other agencies beyond

the period of 5 working days whichever is higher will be levied on the bidder. The compensation of such rectification of system got done by the MSEDCL will be made within 15 days by the bidder failing which the said amount will be adjusted from any amount due / withheld under terms of payment. If the defect is rectified by replacing the item (defective) by compatible and equivalent or higher specification, the defect considered to be resolved.

5.24 OWNERSHIP OF DOCUMENTS AND COPY RIGHTS

- i. All study documents, data and specification prepared by the Bidder shall be the property of MSEDCL. As and when required or upon termination of the Agreement, the aforesaid documents shall be handed over to MSEDCL. Bidder shall take all necessary steps to ensure confidentiality in handling of all the matters pertaining to business process studies, data, specifications, methods and other information developed or acquired or furnished by the EMPLOYER by means of this Agreement or in the performance thereof.
- ii. The Intellectual Property Rights in the CCTV Security Surveillance System base products and Standard Materials shall remain vested in the owner of such rights. The Purchaser shall be granted non-exclusive, and paid up license to use the CCTV Security Surveillance System base products and Standard Materials including modifications thereto for the purposes agreed herein. The Intellectual Property Right of the other elements of the "CCTV Security Surveillance System" shall be exclusively with the purchaser. However the purchaser has rights to transfer the CCTV Security Surveillance System base products licenses to any Division/Location/Office of MSEDCL.
- iii. The Purchaser's Contractual rights to use the projects' base products may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement and in case of transfer of projects' base products licenses to any Division/Location/Office of MSEDCL as given in clause ii above.
- iv. All rights including the Intellectual property rights subsisting in any material including to any tools, utilities or methodologies belonging to the CCTV Security Surveillance System bidder and used to perform the obligations under this Agreement and any additional or new inventions made in the course of performance of services hereunder by the CCTV Security Surveillance System bidder shall remain vested in the CCTV Security Surveillance System bidder(the CCTV Security Surveillance System bidder members Properties).

5.25 TRANSFER OF OWNERSHIP

Ownership and the terms of usage of the Software and Materials supplied under the Contract shall be governed by Tender Conditions. The vendor shall grant the purchaser a perpetual license to use the software without any additional payment or obligations to enter into a contact for maintenance or support.

5.26 BILLING AND PAYMENT TERMS

1. The Bidder shall submit monthly invoice as per agreed payment terms with supporting documents. All the deliverables completed and eligible for payment can be included. Payments will be made within 45 working days through account payee cheque or through RTGS only after submission of the bills and other documents which are correct in all respects to the General Manager (F&A-SB),MSEDCL, Ground Floor, Prakashgad, Bandra (E), Mumbai-51 and as per availability of funds. Payment shall be released on submission of the bill with supporting documents and after deducting applicable taxes, penalty and other recoverable. Against deduction of statutory taxes, tax deduction certificates where ever applicable shall be issued at the end of the month.

2. The invoices to be submitted for payment should be certified by the bidder and the payments will be made on the written advice of the bidder. A company / entity cannot submit bid individually for part of the scope of the work. The bidder should provide a declaration from all the members that they have full property right or requisite right to use all intellectual property / tool they propose to supply or use in course of this project.
3. Payment will be done on the basis of work completed (milestone achieved) location wise as per below chart:

Sr. No.	Activity	Payment	Milestone
1	Delivery , Installation, Configuration, Integration, Commissioning of material at location(s)	80%	Delivery, Installation and Commissioning certificate from respective Stores / substation / switching station in charge or higher officer confirming that all material (hardware/ software/documents) is delivered, installed, configured and commissioned at the location as per the Work order. Delivery Challan, OEM Warranty Certificate, Inspection cum Installation Commissioning Report and UAT certificate from respective Stores / substation / switching station in charge or higher officer confirming that material (hardware/ software/documents) is installed, configured and commissioned at the location and working satisfactorily.
2	On successful Stabilization of the Solution (after successful running of the CCTV security surveillance solution for 2 months)	20%	Certificate of Stabilization from respective Stores / substation / switching station in charge or higher officer confirming that system is working satisfactorily for minimum 60 days and after successful completion of all Training requirements.
3	Recurring Charges on Comprehensive AMC services after expiry of warranty	Quarterly payment	Quarterly payment shall be made for 4 years during Comprehensive AMC period. The Comprehensive AMC period shall start after one year warranty period. Satisfactory work done certificate from respective Stores / substation / switching station in charge or higher officer is to be provided.

4. Stores Centre / substation / switching station wise bill in triplicate should be submitted to the respective Stores / substation / switching station in charge or higher officer who will check it carefully, create & release Purchase Order and Service Entry Sheet (SES) in SAP - ERP system as per release strategy within 7 days and forward the bill with necessary documents as mentioned in the milestone above to the General Manager (F&A-SB),MSEDCL, Ground Floor, Prakashgad, Bandra (E), Mumbai-51 alongwith bills to facilitate payment. The bill should indicate PAN no., GST Registration No. of the contractor. The Company shall not be responsible for delay in payment of bills, if the contractor fails to comply with any of the above requirements.

5. Proof of completion report should be attached along with the Invoice raised as per the work contract and certification by the MSEDCL.
6. All payments will be made in Indian rupees only.
7. Handling of foreign exchange component and customs clearances, if any, must be taken care of by the bidder.
8. No payment will be made by MSEDCL towards travel and logistic required for the execution of the work under the scope of this project.
9. No advance payments will be made.

5.27 WAIVER

- i. Failure of the EMPLOYER to insist upon strict performance of any terms and conditions of the contract will not be deemed a waiver of any rights or remedies that the EMPLOYER may have and will not be deemed a waiver of any subsequent default under the terms and conditions of the contract. No right or remedy of the EMPLOYER will be exclusive of any other right or remedy and EMPLOYER will have all the rights and remedies given under the contract and now or hereafter existing in law or by statute. The shipping or delivery by the CCTV Security Surveillance System bidder or receiving of or payment by the EMPLOYER for the work under this contract will not be deemed a waiver of any rights for any prior failure by the CCTV Security Surveillance System bidder to comply with any of the provisions of the contract.

5.28 MEMBERS OF EMPLOYER NOT INDIVIDUALLY LIABLE

- i. No Director or official or employee of the EMPLOYER shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained. The CCTV Security Surveillance System bidder shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding, promise or guarantees given or to have been given to him by any person.

5.29 WORKPLACE FOR CCTV SECURITY SURVEILLANCE SYSTEM BIDDER'S STAFF AT SITE OFFICE

- i. Suitable workspace in the respective sites/offices may be provided to the CCTV Security Surveillance System bidder subject to the availability, free of charge. However, providing such space and store is for the smooth execution of contract and non-provision of such space does not bind the EMPLOYER and make the EMPLOYER liable to the CCTV Security Surveillance System bidder in any manner except as specifically provided in the contract terms. The EMPLOYER is not liable for any loss or damage to the CCTV Security Surveillance System Bidder's equipments as a result of variation in voltage or frequency or interruption in power supply or other loss to the CCTV Security Surveillance System bidder arising there from.

5.30 RESIDENTIAL ACCOMMODATION

- i. The residential accommodation & food has to be arranged by the successful bidder at his own cost.

5.31. TRANSPORTATION

- i. CCTV Security Surveillance System bidder shall make his own arrangements for movement of human resources and equipment within and outside the sites/units/offices at the various locations covered by the Contract at his own cost.

5.32 CCTV SECURITY SURVEILLANCE SYSTEM BIDDER'S STAFF AND THEIR CONDUCT

- i. The CCTV Security Surveillance System bidder on award of work shall deploy qualified professionals as designated in the scope of the Contract for implementing CCTV Security Surveillance System. At any time in the opinion of the MSEDCL, any additional, qualified, experienced engineer is considered necessary; they shall be deployed by the CCTV Security Surveillance System bidder without any additional charge. The CCTV Security Surveillance System bidder shall ensure to the satisfaction of the MSEDCL competent and efficient supervision of the consulting services.
- ii. If any of the CCTV Security Surveillance System bidder's employee in the opinion of MSEDCL be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the MSEDCL, undesirable for administrative or any other reasons, for such person(s) to be employed for providing consultancy services, then at the directions of the MSEDCL the CCTV Security Surveillance System bidder shall at once remove such person (s) from the site(Works). Vacancy so created shall be immediately filled at the expense of the CCTV Security Surveillance System bidder by a qualified and competent substitute. Should the CCTV Security Surveillance System bidder be requested to repatriate any person or removed from this contract, he shall do so and shall bear all costs in connection therewith.
- iii. The CCTV Security Surveillance System bidder shall be solely responsible for the proper behavior of his employees and staff employed by him/deputed by him to provide consultancy services. The CCTV Security Surveillance System bidder shall exercise proper degree of control over them and in particular without prejudice to the said generality the CCTV Security Surveillance System bidder shall be bound to prohibit/prevent any of his employees (as stipulated above) from trespassing or acting in anyway detrimental or prejudicial to the interest of the community or the properties or occupiers of land or properties in the neighborhood. In the event of such trespassing, the CCTV Security Surveillance System bidder shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the MSEDCL upon any matter arising under this clause shall be final.
- iv. All CCTV Security Surveillance System Bidder's personnel entering the Employer's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on the Employer's premises.
- v. It is made clear that no relationship of employer and employee is created between the EMPLOYER and the CCTV Security Surveillance System Bidder's resident engineers, employees and no claim for employment of any such personnel shall be tenable or entertained.

5.33 SECURITY AND SAFETY REGULATIONS

- i. The CCTV Security Surveillance System bidder shall abide by all the safety and security regulations of the EMPLOYER in force and promulgated from time to time and other statutory requirements.

5.34 EMPLOYEES PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT

- i. The CCTV Security Surveillance System bidder shall ensure strict compliance of provisions of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 and the schemes framed there under so far as they are applicable to their establishments and agencies engaged by them. The CCTV Security Surveillance System bidder also required indemnifying the EMPLOYER against any loss or claims or penal damages whatsoever resulting out of non-compliance on the part of the CCTV Security Surveillance System bidder with the provisions of the aforesaid Act and the Schemes framed there under.
- ii. The CCTV Security Surveillance System bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the CCTV Security Surveillance System bidder further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any alleged violation by CCTV Security Surveillance System bidder of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Employer arising under, growing out of or by reason of the work provided for by the Contract whether brought by employees of the CCTV Security Surveillance System bidder, by third parties or by Central or State Government authority or any political sub-division thereof.
- iii. The CCTV Security Surveillance System bidder agrees to file with the Employees State Insurance Corporation (ESI), the Declaration forms and all forms which may be required in respect of the CCTV Security Surveillance System Bidder's employee whose aggregate remuneration is within the specified limit and who is employed in the work provided or those covered by ESI Act and Employees Provident Funds (EPF) Sand Miscellaneous provisions Act 1952 under any amendment to the Act from time to time.
- iv. In absence of ESI, CCTV Security Surveillance System bidder has to provide Workmen Compensation and medical Insurance (for accident arising out/during the course of employment) for all the employees engaged in the performance of this Contract.
- v. The CCTV Security Surveillance System bidder agrees to maintain all records as required under the Act in respect of employees and payments. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the CCTV Security Surveillance System Bidder's account.
- vi. The Employer shall retain such sum as may be necessary from the total contract value until the CCTV Security Surveillance System bidder shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

5.35 RESPONSIBILITY WITH OTHER AGENCIES

- i. Without repugnance to any other condition, it shall be the responsibility of the CCTV Security Surveillance System bidder providing consultancy services to submit to and take written approval from MSEDCL for entering in to any other service contract with the EMPLOYER. No claim shall be entertained on account of above.
- ii. The CCTV Security Surveillance System bidder shall conform in all respects with the provisions of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the consulting services work.

5.36 OTHER AGENCIES AT SITE

- i. The CCTV Security Surveillance System bidder shall have to execute consultancy services in such place and condition where other agencies will be engaged for other works or similar works etc. No claim shall be entertained due to services/work being executed in the above circumstances.

5.37 PATENTS, ROYALTIES, RENTS AND LICENSES

- i. All charges on account of royalty, tollage, rent, license fee, GST and/or other duties or any levy on spares and equipment obtained for the Consultancy for project implementation or part thereof (excluding those provided by the EMPLOYER) shall be borne by the CCTV Security Surveillance System bidder.

5.38 LIENS

- i. If at any time there should be any evidence or any lien, claim for which the EMPLOYER might have become liable, which is chargeable to the CCTV Security Surveillance System bidder, then the EMPLOYER may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the CCTV Security Surveillance System bidder. If any lien or claim remain unsettled after all payments are made, the CCTV Security

Surveillance System bidder shall refund or pay to the EMPLOYER the cost such lien or claim including all payments and reasonable expenses. EMPLOYER reserves the right to the same.

5.39 NO COMPENSATION IN CASE OF CHANGE OF LOCATION OF SITE OFFICE

- i. Changes of location of site/offices do not invalidate the contract and Bidder has no claim for any compensation for such changes.

5.40 OTHER TERMS AND CONDITIONS

- i. The CCTV Security Surveillance System bidder is required to enter into agreement after submission of Initial Security deposit.
- ii. Should the EMPLOYER at any time require the CCTV Security Surveillance System bidder to do any work beyond what is provided under this agreement, the CCTV Security Surveillance System bidder shall undertake to do such additional work for an additional remuneration to be mutually agreed upon
- iii. The EMPLOYER may make modifications/revisions/changes/deletions in the scope of work from time to time and the same shall be complied with by the CCTV Security Surveillance System bidder without prejudice to his rights under the contract

5.41 PROFILES OF TEAMS

The CCTV Security Surveillance System bidder has to deploy a specialized and trained team for the successful and timely completion of the Project

The bidder shall submit the details of experience with proof as per the format in [Form #3](#)

5.42 TEMPORARY SUSPENSION

- i. MSEDCL may at any time temporarily suspend or stop the execution of the Contract or any part thereof by notice in writing to Contractor. All works so suspended or stopped shall be resumed by Contractor based on a schedule to be mutually agreed upon between MSEDCL and Contractor. In case of temporary suspension because of MSEDCL suitable compensation will be paid by MSEDCL on mutually agreed basis.

- ii. MSEDCL reserves to itself the right to withdraw from the tendering process or from any part thereof, to accept or reject any or all tenders, in full or any part, at any stage of process and / or to modify the process or any part thereof at any time thereof without assigning any reasons whatsoever. No financial obligation shall debit to MSEDCL in such an event. The Tenderers are advised to submit the tender strictly based on the terms and conditions and scope contained in the tender documents including corrigenda/amendments, if any, issued by MSEDCL prior to submission of tender. For corrigenda/amendment with financial implications, if any, issued by MSEDCL after submission of tender, but before opening of Price Bids, the Tenderers shall be entitled to amend their prices.
- iii. Bid documents shall comprise of various Annexures, Attachments, Appendices and Tables as specified in Tender documents. In addition, any other document / instruction / amendments / Minutes of Meeting/revisions issued by the EMPLOYER to the bidder during pre-bid Conference or later till due date of submission of the offers, shall also be deemed to be integral part of the bid documents and order. Failure to furnish all the information required by the bidding document in every respect will be at bidder's risk.

6. POLICY & PROCEDURE FOR DEBARRING OF AGENCY FROM BUSINESS DEALINGS WITH MSEDCL:

(...In addition to Tender and other conditions and relevant Law)

6.1 Scope:

- 6.1.1 MSEDCL reserves its right to debar any Agency from any business dealings with it, if such Agency is found to have committed deception, fraud or misconduct or any other act which is not in the interest of MSEDCL in the execution of contracts awarded or any of its action(s) fall into any such categories as laid down in this policy.
- 6.1.2 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy.

6.2 Definitions:

In this policy, unless the context otherwise requires:

- 6.2.1 Agency shall mean Contractor / Supplier / Purchaser / Bidder/ Vendor/ MSEDCL approved sub-contractor of a Contractor to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, a proprietorship, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, or constituents of an unincorporated Joint Venture Company, etc.
- 6.2.2 Bid/ Tender shall mean an offer, proposal or quote for goods, services or works in response to solicitation issued for such goods, services or work by MSEDCL.

6.2.3 'Competent Authority' and 'Appellate Authority' shall mean the following :-

For Purchase Order (LOA) value up to & below 10 Cr., the Director Project / Director Operation shall be the 'Competent Authority'. The Chairman & Managing Director (CMD) shall be 'Appellate Authority' in respect of such cases.

For Purchase Order (LOA) value above 10 Cr., the Chairman & Managing Director (CMD) shall be the 'Competent Authority'. The Board of Directors shall be the 'Appellate Authority' in respect of such cases.

6.2.4 'Enquiring Committee' (EC) shall mean the following;-

The Committee comprising Chief Engineer (MM Cell), Chief General Manager (I/A) and Chief Legal Advisor shall be the Enquiring Committee.

6.2.5 Debarring; - Business dealings with an agency may be debarred if it is considered not desirable to continue the business with the agency. It means action taken by the Competent Authority / Appellate Authority pursuant to this policy prohibiting agency from directly or indirectly performing any work for or otherwise participating in MSEDCL bid / tender including to prohibit agency from submitting a bid, having a bid considered, or entering into any work / contract during a specified period of time as set forth in debarment order.

6.2.6 'Purchase Order Issuing Authority (LOA)' & 'Vender Approving Authority(VA)': Shall mean the person(s) designated to act for and on behalf of MSEDCL for the discharge of his duties in execution of the Work / Project / Job / Role, and shall include but not limited to the Regional Director(s), Executive Director(s), Chief Engineer(s), Superintending Engineer(s), Executive Engineer(s), etc.

6.3 Grounds for Debarring:

6.3.1 Debarring from business dealings can be initiated against the Agency if involved or committed any of the following misconduct / irregularities:

- a) The Directors, Proprietors, Partners, Employee(s) or owner of the agency have been either jointly or severally guilty of malpractices such as fraud including but not limited to submission of fake or forged documents / certificates / guarantees, substitution of tenders, etc. in relation to its business dealings with the Government or MSEDCL, during the last five years.
- b) The business dealings with the agency have been debarred by any Ministry of Gol / GoM / State owned electricity distribution utility and still in force.
- c) The agency is found to have been in default in paying any dues resulting in incurring financial loss to the MSEDCL by virtue of an order and/or direction of any Statutory Authority or Court or Arbitration, etc. for making such payment in respect of the agency concerned.
- d) The agency is repeatedly found to be non performing in execution of 3 (three) or more contracts and / or in rectification of critical / major defects pointed out by MSEDCL or any person authorized by MSEDCL, in last 5 (five) years.

The grounds given above are only illustrative and not exhaustive. The Competent Authority may decide to debar an Agency according to the seriousness of the ground.

6.3.2 a) The Competent Authority shall decide depending upon the level of severity in defaults from the agency, the period of debarring. In case of major lapses and a criminal or fraudulent type of issues involved therein, the First Information Report (FIR) to Police Department shall be lodged.

b) If any one or more Partner / Directors of any debarred Agency firm promotes or forms a new contracting firm or a sister-concern firm of the said debarred Agency, then it shall also be considered as a debarred firm.

6.4 Competent Authority (CA) and Appellate Authority (AA) for Debarment:

Considering the above mentioned grounds for Debarring from business dealings can be initiated against the Agency, after due scrutiny by the Purchase Order issuing authority (LOA) or Vendor Approving Authority (VA) and shall serve upon the 'Show Cause Notice' for Debarring of the Agency after termination of contract is effected. For the purpose of debarment, the powers delegated to the following designated officers of MSEDCL as Competent Authority (CA) and as Appellate Authority (AA) for debarring of business dealings with the accused Agency.

Sr. No.	Purchase Order Issuing Authority (LOA) & Vender Approving Authority (VA)	Enquiring Committee (EC)	Competent Authority for Debarring (CA)	Appellate Authority for Debarring (AA)
1	Orders from Corporate Office	For orders below Rs. 10 Cr.	Director(Project) / Director (Operation)	Chairman & Managing Director (CMD)
		For orders above 10 Cr.	Chairman & Managing Director (CMD)	BOARD OF DIRECTORS

6.5 Powers of Competent Authority and Appellate Authority:-

- a) To investigate the matter in connection with the allegation of corrupt, fraudulent, coercive or collusive practices or illegal practice of agencies;
- b) To ensure timely and expeditious disposal of proceedings of debarment;
- c) Seek advice or opinion on specific issues.

6.6 Procedure:

The Purchase Order Issuing Authority (LOA) or Vendor Approving Authority (VA) of the concerned department on noticing any misconduct and / or irregularities as mentioned in clause 3.1 above, shall serve upon the 'Show Cause Notice for Debarring' after termination or closing of contract(s) stating therein the facts / reasons containing the allegation of misconduct or irregularities and the period of 14 days will be afforded to the agency to present their statement / submission in the form of reply in response to Show Cause Notice. In the event, non receipt of reply from the agency within the stipulated period, action as proposed will be proceeded with and no representation /

submissions thereafter will be accepted. The copy of service return of notice will be kept and a confirmatory document through electronic mode is sine qua non.

- a. The Purchase Order Issuing Authority (LOA) or Vendor Approving Authority (VA) shall submit the duly recommended detailed proposal of debarring of Agency to the Competent Authority (CA) along with Show cause notice and reply, if any and para-wise justification to the reply to the Show Cause Notice submitted by the Agency, if any for consideration and order.
- b. The Competent Authority (CA) shall scrutinize the proposal and depending on merit of the case and after examining the material on record shall decide to proceed for enquiry or to close the case. In the event of exoneration of the Agency from debarring, the decision shall be conveyed to LOA or VA issuing authority and subsequently it shall be informed to Agency.
- c. If the Competent Authority (CA) arrives at the decision to proceed in the matter, then the complete case shall be handed over to the Enquiring Committee (EC). The Enquiring Committee shall in detail examine the materials on record, conduct the hearing and decide the case as per the principle of natural justice.

During the process of hearing, only the authorized representative of Agency will be permitted to represent the Agency and no Legal practitioner / Advocate shall be allowed to plead the case on its behalf.

- d. The Enquiring Committee shall submit its Report along with detailed findings within 30 days to the Competent Authority (CA).

The Competent Authority (CA) shall pass an appropriate order after examining the material on record.

- e. The decision of the Competent Authority (CA) shall be in the form of Reasoned Order, the period for which the debar would be operative shall be mentioned in the order and the same shall be communicated to the LOA or VA issuing authority.
- f. The Purchase Order Issuing Authority (LOA) or Vendor Approving Authority (VA) shall then communicate the decision of debarring of business dealings along with the order of Competent Authority (CA) to the Agency.
- g. The procedure for debarring shall be completed within a period of three months from initiation of case by concerned authority.

The Reasoned Order will be communicated to the agency at its recorded address available with MSIEDCL within 15 days of order issued by Registered post. In addition to it, the copy shall preferably be sent on the registered Email address of the Agency.

6.7 Period of Debarment:

The period for which an agency is debarred shall be clearly mentioned in the order. Period of debarment of business dealings shall be decided by the Competent Authority in exercise of its power delegated and would depend upon the seriousness of the cause. Debarment shall be up to the maximum period of five (5) years.

Provided further that in case the information / documents submitted by the agency is found to be false / forged at any point of time, MSEDCL shall have a right to recover from the agency the cost incurred in carrying out physical assessment for establishing veracity of such information / document including a penalty decided by the Enquiring Committee. If the agency fails to reimburse such cost and penalty to MSEDCL, the debarment period of the agency may be extended by the Enquiring Committee which shall not in any case exceed more than two (2) years but in any cumulative period for debarring the Agency shall not exceed five (5) years, in exceptional cases such period shall be up to five (5) years and the cumulative period for debarring of agency in such cases shall not exceed ten (10) years.

6.8 Consequences of Debarment:

Upon issuance of the order of debarment of an agency from future business dealings with MSEDCL, the debarred agency along with its Joint Venture Partner Firm shall not be allowed to participate in any future tender/s, during the debarred period. Further, in case the agency has already participated in the tender process and the price bid is not opened prior to issuance of the order of debarment of business dealings, its Techno Commercial Bid shall be rejected and Price Bid shall not be opened.

In the event the Price Bid of the participating agencies has been opened and the agency against whom the order of debarment of business dealings has been issued, the bid of the debarred agency shall be rejected even if he is found to be successful bidder, considering the agency as disqualified.

Provided the order of debarment of business dealings issued against any agency shall not override the rights of the debarred agency already engaged in executing any other contract(s) till its completion.

6.9 Withholding:

The Competent Authority (CA) may, depending on the severity of the case, withhold the business dealing with the agency till the report given by the Enquiring Committee from the date of initiation of proposal of debarring.

6.10 Appeal against the Debarment Order:

- a. The Agency, aggrieved by the order of debarment, may prefer an appeal before the Appellate Authority (AA), against the order of the Competent Authority (CA) specifying the grounds of appeal along with necessary documents.
- b. Such appeal shall be filed within one month from the date of receipt of the order of debarment of business dealing. The agency shall represent their case through authorized representative of its agency, and no service of legal practitioner shall be adopted.
- c. Purchase Order Issuing Authority (LOA) or Vendor Approving Authority (VA) shall submit all the original papers of the debar case to Appellate Authority (AA), along with the justification on points raised in appeal by debarred Agency.
- d. Appellate Authority shall admit the appeal and decide the appeal within 45 days from the filing of appeal. The agency may file any additional document/evidence before the Appellate Authority, if Appellate Authority permits.

- e. Appellate Authority shall pass appropriate Reasoned Order on appeal and communicate decision to the Purchase Order Issuing Authority (LOA) or Vendor Approving Authority (VA) through the Competent Authority (CA). LOA or VA Issuing Authority will then communicate appeal order to the Debarred Agency.

No appeal will lie to the Appellate Authority against the final order of the competent authority pursuant to the written consent of the agency.

Awaiting the decision of the competent authority, the debarring order passed by the competent authority shall remain effective till Appellate Authority takes a final decision in the matter.

The order of the Appellate Authority is final and binding.

6.11 Revocation of Debarment Order :

The order for debarment passed for certain specified period shall be deemed to have been automatically revoked on expiry of the specified period and it will not be necessary to issue a specific formal order of revocation.

An order of debarment for the reasons mentioned above may be revoked if accused has been wholly exonerated by Court of Law.

6.12 Interpretation :

The competent authority shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed as and when needed.

6.13 Post Debarment Action:

The Competent Authority (CA) will ensure the following;

- a) Hosting at MSEDCL Website: The name of the Agencies with whom Business Dealings have been debarred shall be hosted at MSEDCL website by HO-IT Department, after confirmation of Debarment of the Agency.
- b) The Competent Authority shall ensure that the names of the debarred agency along with the names of Director, JV Partner, Owner of the debarred Agency is displayed on the MSEDCL website.
- c) The cancellation is activated for Online Login for e-Tendering website of MSEDCL for the debarred Agency Firm during the period of debarment.
- d) Copy of the order of debarring of the Agency shall be conveyed to all Utilities in India and Financial Institutions viz. REC, PFC, etc. and Ministry of Power of both GOM and GOI.

6.14 AMENDMENTS :

MSEDCL may introduce modification thereto through the amendment of its specific provision as the need arises and the amendment to this policy shall be applicable to the ongoing contract as well future contract.

7. APPENDICES

Appendix # 1 Qualification Criteria

(A) Qualification Requirements (QR) for Bidder/Sl. Bidder (in case of Consortium Lead Bidder):

Please note that all qualifying requirements shall be met by Bidder.

Sr. No.	Parameter	Criteria	Documents to be submitted	Compliance Details
1	Entity	A bidder can be a single Company Or a consortium of maximum 2 Companies, registered in India under companies Act 1956 or Companies Act 2013, or the partnership Act,1932 or Firm registered with Registrar of firms and societies in India who fulfills the eligibility criteria.	Certificate of Incorporation or Memorandum of Association & Article of Association. One of the consortium members responsible for performing key components of the contract shall be designated as Lead Bidder. Evidence of this authorization shall be provided by submitting Power of Attorney signed by legally authorized signatories of all consortium members and consortium Agreement.	
2	Experience	The bidder Should have a minimum experience of 5 years in providing turnkey solutions (supply, commission, integration & maintenance) of IP/ Analogue Video Surveillance System in at least 50 different sites in one Purchase order or Contract having minimum value of Rs. 2 Crores and implementation of the same in PSU/City surveillance/Bank Branches/Critical infrastructure/ large Industry/factory/ warehouses /Stores /Sub Stations/ Switching Station premises.	Necessary Purchase order or Contract.	
3	Turnover of the Company	The bidder should have average annual turnover of at least 60 % of the estimated Cost of the Tender for the last three financial years	Annual Audited Turnover Certificate for last three financial years i.e. FY14-15, FY15-16 & FY16-17 duly certified by a practicing Chartered Accountant.	
4	Positive Net worth	The Bidder should have a positive net worth and should be in profit in each of the last three audited financial years	Proof: Annual Accounts (Balance Sheet and Profit & Loss Account) for last three financial years ie. FY14-15, FY15-16 & FY16-17 along with Chartered Accountant Certificate for positive Net worth.	
5	ISO	The Bidder should be ISO 9001:2000 or higher ISO Certification.	Copy of valid ISO certification from authorized certification body	
6	Team Profile	The Bidder should have at least 10 personnel on its rolls with a minimum experience of 3 years (either in his/her own or other organization).The roles & responsibilities of the personnel should include system integration of CCTV Surveillance System applications or software or hardware	CVs of Personnel on letter head of Company signed by authorized signatory	
7	Tax Registration	The bidder must be registered with Goods and Service Tax Department and must have valid GST Registration Certificate.	Copy of Valid GST Registration Certificate.	

(B) Qualification Requirements (QR) for CCTV & NVR OEM:

Sr. No.	Criteria	Documents to be submitted	Compliance Details
1	OEM product should have CE or FFC or ROHS Certification.	Copy of CE or FFC or ROHS Certification of OEM product.	
2	The MAC address of the IP cameras must be registered in the name of OEM supplying the cameras.	Declaration from OEM.	
3	All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system and systems and components shall have been thoroughly tested.	Test report of all equipment and materials used in CCTV Surveillance system.	
4	In case the OEM is not participating directly, bidder should be an authorized reseller or channel partner of the OEM.	An authorization letter from the OEM with respect to this tender/project need to be submitted in original. This certificate shall be issued through the global headquarters and attested by the Indian Office in case OEM is of international repute.	
5	OEM should have experience of having successfully completed similar work of at least 1000 cameras or more during last 3 years.	Work Order/Completion Certificate from Client.	
6	Only the Manufacturers, who are manufacturing CCTV equipment for minimum 5 years are eligible. (with respect to last date of submission of bid).	Certificate issued by the Competent Authority of the Govt. in support of existence of their manufacturing unit of CCTV equipment since last 5 years, Registration Certificate wherein the nature of business is indicated.(Valid Factory License or MSE certificate or Valid NSIC certificate)	
7	The OEM for CCTV camera should have at least 20 employees on its payroll in India. This is to justify that CCTV OEM has made investment in India and is serious about its business in India which will ensure long term after sales support and spare support from the OEM.	Bidder to produce documentary proof to establish the eligibility.(List of employees & their designation certified by Authorized person.)	
8	OEM should have online dedicated CCTV support center available during working hours and a fully equipped repair and maintenance office in Maharashtra will be preferred.	Letter of Undertaking along with details of helpdesk, to be submitted by Bidder on behalf of OEM. If support centre is not in Maharashtra then Undertaking in this regard for setting up of dedicated CCTV support center in Maharashtra	
9	OEM /bidder/distributor should have presence in India for the past 5 years with fully equipped repair and maintenance center and toll free number.	List of repair and maintenance centre and toll free number.	
10	OEM should have an ISO 9001:2008 or equivalent higher ISO certification for manufacturing process.	Documentary evidence (ISO 9001:2008 or equivalent higher ISO certification) needed to be attached along with the bid.	
11	The Offered Cameras, Recorder, VMS, Analytic shall be from the same OEM to ensure seamless integration & better support. However keeping in mind the future scalability, the offered VMS & Cameras should be ONVIF S compliant. OEM should have CMS software compatible with supplied NVR for future use.	Declaration sheet Form no.# 9 from Bidder/OEM.	

Appendix # 2 Technical Requirements Specification

Bidders should submit compliances as Yes or No to the following specifications with their bid. Deviations, if any, must be accompanied by details Justification/write-up. All the devices/material mention in technical specification must be compatible with each other for smooth running of CCTV surveillance system solution. MSEDCL's will have full discretionary and undisputed right to accept or reject the deviations.

Item 1 : IR Dome IP Camera

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Dome IP camera with night vision minimum 2MP (Fixed lens)	Minimum Range IR distance 30 mtrs with mounting kit.			
2	Camera Make and Model (specify)				
3	Image Sensor (Min. 1/2.7 inch)	Progressive scan CMOS Sensor or Aptina or XMOR			
4	Signal system	PAL/NTSC			
5	Min Illumination	Color : between 0 Lux to 0.01 Lux B/W: between 0 Lux to 0.005 Lux			
6	Lens	Fixed lens 2.8 mm/3.6mm/6mm/8mm (as suitable for location to cover preferred area)			
7	Day & Night	IR Cut filter with Auto Switch			
8	Wide Dynamic Range	Min 120 dB True WDR			
9	Digital Noise Reduction	3D DNR			
10	Video Compression	Min H.265 is mandatory.			
11	Video Bit rate	Min 32Kbps to 12 Mbps			
12	Image Resolution	Min 1920*1080			
13	Frame Rate	Min (1920*1080) 25fps			
14	Triple stream	Mainstream: min 1080P(1920*1080) Sub stream : min D1(704*576) 3 rd stream: min CIF(352*288)			
15	Image setting	Brightness, Saturation, Adjustable by client software or web Browser			
16	OSD	Support			
17	Defog	Support			
18	ROI	Min 4 Zones			
19	Privacy Mask	Min 4 Zones			

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
20	Browser	IE or Chrome or Firefox or Safari			
21	Network Storage	FTP			
22	NTP	Support			
23	ANR	Support, Auto store video in SD card when NVR disconnected and uploaded video to NVR when resumed connection			
24	Alarm trigger	Motion Detection			
25	Protocols	IPv4/Ipv6/HTTP/FTP/SMTP/UpnP/DNS/DNS/NTP/RTSP/TCP/UDP/DHCP/PPPoE			
26	System Compatibility	ONVIF (Profile S)			
27	Communication interface	Min 1-ch RJ45 10M/100M Ethernet Interface			
28	On-Board Storage	MicroSD Card Slot or USB (support up to 128GB)			
29	Reset	Support			
30	Operating Condition	between 0 °C to 50 °C			
31	Circuit Protection	Lightning and Surge protection (Internal or External)			
32	Power Consumption	Max 7W			
33	Impact Protection	Min IP66			
34	IR Range	Min 30 meter			
35	IR LEDs	Provided			
36	Power Supply	12 V DC \pm 10 % and POE (802.3af)			
37	Case material	Metal			
38	Warranty	1 Year onsite warranty.			

Item No.2: IR Bullet IP Camera

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Bullet IP camera with night vision minimum 2MP (Fixed lens)	Minimum Range IR distance 30 mtrs with mounting kit.			
2	Camera Make and Model (specify)				
3	Image Sensor (Min. 1/2.7 inch)	Progressive scan CMOS Sensor or Aptina or XMOR			
4	Signal system	PAL/NTSC			
5	Min Illumination	Color : between 0 Lux to 0.01 Lux B/W: between 0 Lux to 0.005 Lux			
6	Lens	Fixed lens 2.8 mm/3.6mm/6mm/8mm (as suitable for location to cover preferred area)			
7	Day & Night	IR Cut filter with Auto Switch			
8	Wide Dynamic Range	Min 120 Db True WDR			
9	Digital Noise Reduction	3D DNR			
10	Video Compression	Min H.265 is mandatory.			
11	Video Bit rate	Min 32Kbps to 12 Mbps			
12	Image Resolution	Min 1920*1080			
13	Frame Rate	Min (1920*1080) 25fps			
14	Triple stream	Mainstream:min 1080P(1920*1080) Substream:min D1(704*576) 3 rd stream: min CIF(352*288)			
15	Image setting	Brightness, Saturation, Adjustable by client software or web Browser			
16	OSD	Support			
17	Defog	Support			
18	ROI	Min 4 Zones			
19	Privacy Mask	Min 4 Zones			
20	Browser	IE or Chrome or Firefox or Safari			
21	Network Storage	FTP			
22	NTP	Support			
23	ANR	Support, Auto store video in SD card			

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
		when NVR disconnected and uploaded video to NVR when resumed connection			
24	Alarm trigger	Motion Detection			
25	Protocols	IPv4/IPv6/HTTP/FTP/SMTP/UPnP/DNS/DNS/NTP/RTSP/TCP/UDP/DHCP/PPPoE			
27	System Compatibility	ONVIF (Profile S)			
28	Communication interface	Min 1-ch RJ45 10M/100M Ethernet Interface			
29	On-Board Storage	MicroSD Card Slot or USB (support up to 128GB)			
30	Reset	Support			
31	Operating Condition	between 0 °C to 50 °C			
32	Circuit Protection	Lightning and Surge protection (Internal or External)			
33	Power Consumption	Max 7W			
34	Impact Protection	Min IP66			
35	IR Range	Min 30 meter			
36	IR LEDs	Provided			
37	Power Supply	12 V DC \pm 10 % and POE (802.3af)			
38	Case material	Metal			
39	Warranty	1 Year onsite warranty.			

Item No.3: NVR 4 CH

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	NVR Make and Model (specify)				
2	IP Video input	Min 4 ch			
3	Bandwidth	Min 50 Mbps			
4	Remote connection	Min 10 users			
5	Browser	IE or Firefox			
6	Mobile Software	IOS and Android			
7	Internet Protocol	TCP/HTTP//UPnP/DHCP/PPPoE/DDNS/FTP/NTP/HTTPS/RTSP/SMTP			
8	ANR	Auto download video from SD card, which was stored when disconnection			
9	HDMI Output	1-ch Resolution :min 1920*1080			
10	VGA Output	1-ch Resolution : Min 1920*1080			
11	Frame rate	Mainstream : min 25fps(P)/30 fps(N) sub stream : min 25fps(P)/30 fps(N)			
12	I-frame record	Support			
13	Recording resolution	Min 1920*1080			
14	Synchronous playback	Min 1080/720P/4CIF			
15	Display split	1/4			
16	E-Zoom	Support			
17	SATA	Min 1 SATA for HDD			
18	HDD Capacity	Up to 6 TB			
19	NTFS Files system	Support			
20	Network Interface	Min 1-ch RJ45 10M/100M Ethernet Interface			
21	USB Interface	Min 2*USB 2.0			
22	Mouse	2 button optical scroll mouse (USB)			
23	Video Analytics(VCA)	Tripwire/intrusion detection/ Object lost			
24	Smart Search	Record Time			
25	Alarm Recording	Pre Alarm, Post alarm.			
26	Video Compression	Min H.265 is mandatory.			
27	Trigger Recording	Motion Detection			
28	Record Encryption	support			
29	Onvif	Onvif (Profile S)			
30	Working temperature	Between -10 to +55 °C			
31	Warranty	1 Year onsite warranty.			

Item 4 : NVR 32 CH

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	NVR Make and Model (specify)				
2	IP Video input	Min 32- ch (with additional mouse and keyboard)			
3	Bandwidth	Min 320 Mbps			
4	Remote connection	Min 16 users			
5	Browser	IE or Firefox			
6	Mobile Software	IOS and Android			
7	Internet Protocol	TCP/HTTP/UPnP/DHCP/PPPoE/DDNS/FTP/NTP/HTTPS/RTSP/SMTP			
8	ANR	Auto download video from SD card, which was stored when disconnection			
9	HDMI Output	1-ch Resolution :min 1920*1080			
10	VGA Output	1-ch Resolution : Min 1920*1080			
11	Frame rate	Mainstream : min 25fps(P)/30 fps(N) sub stream : min 25fps(P)/30 fps(N)			
12	I-frame record	Support			
13	Recording resolution	Min 1920*1080			
14	Synchronous playback	Min 1080/720P/4CIF			
15	Display split	1/4/8/16			
16	E-Zoom	Support			
17	SATA	Min 4 SATA for HDD			
18	HDD Capacity	Up to 6TB			
19	NTFS Files system	Support			
20	Network Interface	Min 1-ch RJ45 10M/100M/1000M Ethernet Interface			
21	USB Interface	Min 2*USB 2.0			
22	Mouse	2 button optical scroll mouse (USB)			
23	Video Analytics(VCA)	Tripwire/intrusion detection/Object lost			
24	Smart Search	Record Time			
25	Alarm Recording	Pre Alarm, Post alarm.			
26	Video Compression	Min H.265 is mandatory.			
27	Trigger Recording	Motion Detection			
28	Record Encryption	support			
29	Onvif	Onvif (Profile S)			
30	Working temperature	Between -10 to +55 °C			
31	Warranty	1 Year onsite warranty.			

Item 5 : POE Switch: 8 PORT POE

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	POE Switch Make and Model (specify)				
2	Switch Type	Desktop, rack-mountable			
3	Address Database Size	min 8K MAC Addresses			
4	Packet Buffer Memory	min 64 KB per device			
5	Standards Compatibility	IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab, IEEE 802.3af/ IEEE 802.3at, IEEE 802.3x Flow Control, IEEE 802.3az Energy-Efficient Ethernet (EEE)			
6	Port Description	Min (Gigabit PoE) 8 Ports - 10/100/1000 Mbps PoE			
7	Power Supply	Included			
8	Switching Method	Store and Forward			
9	Frame Forwarding Rate	Min 11.9 Mpps			
10	LED Indicator	Per port: active/link and speed Per port: power/status			
11	Warranty	1 Year Onsite			

Item 6 : POE Switch 8 PORT +minimum 1 port for fibre connectivity

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	POE Switch Make and Model (specify)				
2	Switch Type	Desktop, rack-mountable			
3	Address Database Size	min 8K MAC Addresses			
4	Packet Buffer Memory	min 128 KB per device			
5	Standards Compatibility	IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab, IEEE 802.3af/ IEEE 802.3at, IEEE 802.3x Flow Control, IEEE 802.3az Energy-Efficient Ethernet (EEE)			
6	Port Description	min (Gigabit PoE) 8 Ports - 10/100/1000 Mbps PoE, +min 1 port for fiber optic connectivity. For control room (where NVR & monitor is present) switch with minimum 4 fibre ports for connectivity from other switches.			
7	Power Supply	Included			
8	Switching Method	Store and Forward			
9	Frame Forwarding Rate	Min 11.9 Mpps			
10	LED Indicator	Per port: active/link and speed Per port: power /status			
11	Warranty	1 Year Onsite			

Note: Media converter is not required as POE port contains fiber connectivity.

Item 7: Fiber optic Cable

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Fiber optic Cable Make and Model (specify)				
2	Fiber optic Cable	6 Core Single Mode Armoured Fiber Optic Cable supporting CCTV surveillance. Single-Mode Direct Burial and aerial Armoured Fiber Optic Cable. Single-armor construction for additional crush and rodent protection. High-strength ripcord under armor for easy stripping. If same cable used for Aerial than proper support needs to be provided with proper grounding.			
3	Warranty	1 Year Onsite			

Item 8: Fiber Optic module

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Fiber optic Cable Make and Model (specify)				
2	Fiber Optic module	SFP Optical transceiver supporting 6 core single mode Armoured Fibre Optic Cable			
3	Warranty	1 Year Onsite			

Item 9: 4 TB HDD

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	HDD Make/model (specify)				
2	HARD DRIVE, 4 TB	SV35,4 TB SATA,5400RPM, Optimized for NVRs			
3	Warranty	1 Year Onsite			

Item 10 : 6 TB HDD

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	HDD Make/model (specify)				
2	HARD DRIVE, 6 TB	SV35,6 TB SATA,5400RPM, Optimized for NVRs			
3	Warranty	1 Year Onsite			

Item 11 : LED MONITOR WITH WALL MOUNT BRACKET.(32")

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	LED MONITOR Make/model (specify)				
2	LED MONITOR WITH WALL MOUNT BRACKET	Minimum 32"Full HD LED Monitor with wall mount Bracket with HDMI / VGA cable,178 Degree viewing angle horizontal and vertical both. With built in speaker			
3	Warranty	1 Year Onsite			

Item 12 : LED MONITOR WITH WALL MOUNT BRACKET.(18.5")

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	LED MONITOR Make/model (specify)				
2	LED MONITOR WITH WALL MOUNT BRACKET	Minimum 18.5" HD LED Monitor with wall mount Bracket with HDMI / VGA cable,178 Degree viewing angle horizontal and vertical both. With built in speaker			
3	Warranty	1 Year Onsite			

Item 13 : Rack

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Rack Make/model (specify)				
2	Rack	Minimum 9U Rack, jack panel, patch cords, power PDU and fans.			
3	Warranty	1 Year Onsite			

Item 14: Armoured CAT 6 Cable

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Armoured CAT 6 Cable Make/model (specify)				
2	Armoured CAT 6 Cable	Armoured CAT 6 with casing caping /pvc pipe/flexible pvc pipe as on actual for Internal cabling / Armored CAT 6 cable designed for external use with direct burial and/or Aerial use. If same cable used for Aerial than proper support needs to be provided with proper grounding. Supplied meter marked for easy installation			
3	Warranty	1 Year Onsite			

Item 15 : UPS(with Surge protector).

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	UPS Make/Model (Specify)				
2	1 KVA UPS with Battery	1 KVA UPS with Surge protector for NVR, Network switch and CCTV Camera etc. UPS should provide uninterruptible power supply 24*7.			
3	Power Back-up	Minimum 1 Hours.			
4	Warranty	1 Year Onsite			

Item 16 : Pole(For Outdoor Cameras)

Sr. No.	Description	Technical Specification Parameter	Ref. Pg. No. of Data Sheet Submitted	Compliance	Deviation, if any
1	Pole Make/Model (Specify)				
2	Material	GI-Tubular			
3	Standard	ISI			
4	Pole Height	<p>The total height of the poles should be 12 Feet including 3 Feet of foundation. Pole specification outer diameter 101 mm * 3 mm thickness, bottom plate size 300mm*300mm*5mm(thickness), top round plate size diameter 115mm*thickness 5mm.</p> <p>The dome of the camera shall be tightly secured against the pole in such a way that even during the high speed wind the dome shall not shake / vibrate, thus the camera output shall be jitter free during such time also.</p>			
5	Type of installation	Industrial			
6	Security Features	Internal Cabling with door at the bottom(door with lock & key facility)			
7	General Features	<p>Pole should be fabricated from Galvanized MS, weather proof & Silver Painted/</p> <p>Should have provision of lightening arrester Provision for earthing</p> <p>Provision to mount the junction box at min. height of 5 feet from ground level for switch with lock & various cable arrangements for camera & network equipment. Vendor should supply all the mounting accessories.</p>			
8	Other Provision	Junction box Mounting provision, cable wiring provision internal to the pole with suitable opening(IN/OUT)			
9	Environment	Should Withstand cyclonic storms			

Note:

1. The Specifications parameters listed are Minimum requirement and any item of higher specification will be accepted.
2. The proposed solution should be modular and scalable so that at later date the additional requirement can be met by add- on components based on rates quoted in price bid and shall be valid for contract period.
3. All components of the CCTV System should be compatible with one another.
4. The proposed CCTV System's components must not be obsolete.
5. The sizing of NVR should be commensurate with the number of cameras and number of days to record the video etc.
6. The specified items must be current/ recent in the Supplier's/OEM product line.
7. All the items shall be branded and reputed.
8. The NVR should be capable of connecting with internet/Broadband for remote monitoring and control.
9. The total job, as per the scope defined in Section 2 of this document, is to be completed as follows :
 - a) Completion of site survey, finalization of BOQ for all locations within 1 month of placement of letter of Award.
 - b) Material Despatch along with material inspection, Installation, Configuration, Commissioning, integration, Testing, Stabilization, Site handing over within 5 months after completion of site survey & finalization of BOQ for all locations.

Appendix # 3 BANK GUARANTEE FOR PERFORMANCE SECURITY/SECURITY DEPOSIT FOR CONTRACT

SAMPLE FORM FOR CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT

B.G. No. & Date:

This deed of Guarantee is made thisday of.....

By.....branch having its H.O. at..... (here in after called "the Surety" which expression shall where the context so admits include its permitted assign) in favour of MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION COMPANY LTD. (name of the company formerly known as M.S.E.B.) being a government company formed as per the provisions of the Maharashtra Electricity Reforms Transfer Scheme. 2005, having its registration no. U40109 MH 2005 SGC 153645 (here in after called the "Creditor" which expression shall include its permitted assigns). WHERE AS M/s. (Name of Party)..... (Postal address as per A/T) have entered into a contract for 18 months which includes six (6) months of Supply, Installation, Configuration, Commissioning, Integration, Testing, Stabilization, Site handing over and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations/ (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra, to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTUION COMPANY LTD. (Name of the Company formerly known as M.S.E.B.). vide contract No.dtd.....on the terms and conditions in the said contract. (here in after for brevity sake called "the said contract").

In accordance with terms of the said contract, the creditor has agreed to pay to M/s.....(Name of Party)..... the said sum representing the 10% of the total contract price for the Rs...../- and WHEREAS M/s. (Name of Party).....is required under the terms of contract to furnish a Bank Guarantee for Rs...../- (Rupees:.....Only) the said sum representing the 10 %price as given in the said contract.

The surety as he requests of M/s.(Name of Party).... has agreed to give this guarantee.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

1. In consideration of the creditor agreeing to make to the debtor at Mumbai the payment of Rs..... (Rupees.....only) being the value of 10% of the total contract.....price (excluding the AMC and the recurring charges) as given in the said contract on Supply, Installation, Configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra, for 18 months as per the contract by the debtor failing which the surety does undertake to pay to the creditor on demand such amount of

amounts as the surety may be called upon to pay not exceeding in the aggregate sum of Rs./- (Rupees.....only).

2. The surety hereby guarantee to the creditor the due performance and observance by the debtor of the terms and conditions of the contract.
3. The surety also agrees that it shall not during the currency of the guarantee herein given or during the period of its execution revoke the same even by giving notice to the creditor.
4. On account of the non-fulfillment of the contractual obligation by the debtor or in case the surety or contractor do not renew this guarantee bond as herein provided, the surety will on simple demand from the creditor, pay at Mumbai the creditor, the sum of Rs.....(Rupees only) as indicated under clause -1 above, without demure and without the creditor to invoke any legal remedy that may be available to them to compel the surety to pay the same even if the debtor consider such demand of the creditor unjustified.
5. The surety agrees and declares that notwithstanding anything contained in Section 133 to 135 of the Indian Contract Act 1872 (IX of 1972) or any other rule of law or equity in the behalf any variance in the terms of the said contract shall not operate as a discharge of his obligations hereunder or shall any composition made by the creditor with debtor in respect of any breach of the terms and conditions of the said contract operate as a discharge of the surety's obligation and surety further expressly agrees and declares that though as between the creditor and surety, the surety shall be liable for any sum payable or falling due hereunder equally with the debtor and the surety save as otherwise herein provided hereby waives all his rights which he might as guarantor be entitled to claim and enforce.
6. The decision of the creditor that any sum has become payable shall be final and binding on the surety.
7. The guarantee shall come into force on Supply, Installation, Configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra & shall remain in force till the end of(date)The surety, at the request of the creditor shall extend the validity of the Bank Guarantee for a further period of 12 months, one month prior to its present validity period.

- 8. In case of any dispute arising out of or in connection with the extension or encashment of the Bank Guarantee, the courts in Mumbai will have the jurisdiction.
- 9. The guarantee herein contained shall not be effected, by the change in the constitution of the surety or the debtor.
- 10. Our liability under this guarantee is restricted to Rs.(Rupees.....only) and our guarantee shall remain in force until (Date....) unless a claim under this guarantee is lodged with us within six months from the date of expiry of guarantee i.e. on or before ..(date)...all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS WHERE OF THE surety has executed this deed in presence of

Place: Signature.....

Date: for.....

(Banker’s Rubber Seal & Code No. of signatory)

Witnessed (2 witness is required from Bank only)

1) Name & Address

Signature

2) Name & Address

Signature

Please Note:

- 1. The value of non-judicial stamp paper for this bank guarantee is Rs.200/- should be purchased in the name of Guarantor Bank i.e. Bank Guarantee issuing Bank Only.
- 2. The bank guarantee should be furnished from any Scheduled bank.
- 3. Please state the full and complete postal address of the bank undertaking the guarantee.
- 4. Signature & Bank employee code number of two signing authority are required on the Bank Guarantee document.
- 5. The correct work Order number and date, amount in Rs. is to be mentioned correctly in the Bank Guarantee document.
- 6. Name & Full address of the company is to be mentioned correctly in the Bank Guarantee document.
- 7. B.G. may be valid as per terms of A/T including guarantee period of material.
- 8. B.G. should be submitted along with covering letter of Bank.

Appendix # 4 BANK GUARANTEE FOR PERFORMANCE SECURITY/SECURITY DEPOSIT FOR ANNUAL MAINTENANCE CONTRACT TO BE SUBMITTED BEFORE EXPIRY OF WARRANTY PERIOD:

SAMPLE FORM FOR CONTRACT PERFORMANCE SECURITY/SECURITY DEPOSIT FOR ANNUAL MAINTENANCE CONTRACT FOR 48 MONTHS WITH CLAIM PERIOD OF ADDITIONAL 6 MONTHS I.E. 54 MONTHS.

B.G. No. & Date:

This deed of Guarantee is made thisday of.....

By.....branch having its H.O. at..... (here in after called "the Surety" which expression shall where the context so admits include its permitted assign) in favour of MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (name of the company formerly known as M.S.E.B.) being a government company formed as per the provisions of the Maharashtra Electricity Reforms Transfer Scheme. 2005, having its registration no. U40109 MH 2005 SGC 153645 (here in after called the "Creditor" which expression shall include its permitted assigns). WHERE AS M/s. (Name of Party)..... (Postal address as per A/T) have entered into an Annual Maintenance contract for 48 months with claim period of additional 6 months i.e. 54 months for maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra, to the MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (Name of the Company formerly known as M.S.E.B.). vide Annual Maintenance Contract No.dtd.....on the terms and conditions in the said Annual Maintenance contract. (here in after for brevity sake called "the said contract").

In accordance with terms of the said contract, the creditor has agreed to pay to M/s.....(Name of Party)..... the said sum representing the 10% of the Annual Maintenance price for the Rs...../- and WHEREAS M/s. (Name of Party).....is required under the terms of contract to furnish a Bank Guarantee for Rs...../- (Rupees:.....Only) the said sum representing the 10 %price as given in the said contract.

The surety as he requests of M/s.(Name of Party).... has agreed to give this guarantee.

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

11. In consideration of the creditor agreeing to make to the debtor at Mumbai the payment of Rs..... (Rupees.....only) being the value of 10% of the Annual Maintenance contract.....price as given in the said contract on Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra, for 48 months with claim period of additional 6 months i.e. 54 months as per the Annual Maintenance contract by the debtor failing which the surety does undertake to pay to the creditor on demand such amount of amounts as the surety may

be called upon to pay not exceeding in the aggregate sum of Rs./- (Rupees.....only).

12. The surety hereby guarantee to the creditor the due performance and observance by the debtor of the terms and conditions of the contract.
13. The surety also agrees that it shall not during the currency of the guarantee herein given or during the period of its execution revoke the same even by giving notice to the creditor.
14. On account of the non-fulfillment of the contractual obligation by the debtor or in case the surety or contractor do not renew this guarantee bond as herein provided, the surety will on simple demand from the creditor, pay at Mumbai the creditor, the sum of Rs.....(Rupees only) as indicated under clause -1 above, without demure and without the creditor to invoke any legal remedy that may be available to them to compel the surety to pay the same even if the debtor consider such demand of the creditor unjustified.
15. The surety agrees and declares that notwithstanding anything contained in Section 133 to 135 of the Indian Contract Act 1872 (IX of 1972) or any other rule of law or equity in the behalf any variance in the terms of the said contract shall not operate as a discharge of his obligations hereunder or shall any composition made by the creditor with debtor in respect of any breach of the terms and conditions of the said contract operate as a discharge of the surety's obligation and surety further expressly agrees and declares that though as between the creditor and surety, the surety shall be liable for any sum payable or falling due hereunder equally with the debtor and the surety save as otherwise herein provided hereby waives all his rights which he might as guarantor be entitled to claim and enforce.
16. The decision of the creditor that any sum has become payable shall be final and binding on the surety.
17. The guarantee for Annual Maintenance Contract shall come into force after expiry of the original contract of Supply, Installation, Configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra, & shall remain in force till the end of (date)The surety, at the request of the creditor shall extend the validity of the Bank Guarantee for a further period of 12 months, one month prior to its present validity period.

- 18. In case of any dispute arising out of or in connection with the extension or encashment of the Bank Guarantee, the courts in Mumbai will have the jurisdiction.
- 19. The guarantee herein contained shall not be effected, by the change in the constitution of the surety or the debtor.
- 20. Our liability under this guarantee is restricted to Rs.(Rupees.....only) and our guarantee shall remain in force until (Date....) unless a claim under this guarantee is lodged with us within six months from the date of expiry of guarantee i.e. on or before ..(date)...all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities there under.

IN WITNESS WHERE OF THE surety has executed this deed in presence of

Place: Signature.....

Date: for.....

(Banker’s Rubber Seal & Code No. of signatory)

Witnessed (2 witness is required from Bank only)

3) Name & Address

Signature

4) Name & Address

Signature

Please Note:

- 9. The value of non-judicial stamp paper for this bank guarantee is Rs.200/- should be purchased in the name of Guarantor Bank i.e. Bank Guarantee issuing Bank Only.
- 10. The bank guarantee should be furnished from any Scheduled bank.
- 11. Please state the full and complete postal address of the bank undertaking the guarantee.
- 12. Signature & Bank employee code number of two signing authority are required on the Bank Guarantee document.
- 13. The correct work Order number and date, amount in Rs. is to be mentioned correctly in the Bank Guarantee document.
- 14. Name & Full address of the company is to be mentioned correctly in the Bank Guarantee document.
- 15. B.G. may be valid as per terms of A/T.
- 16. B.G. should be submitted along with covering letter of Bank.

Appendix # 5 PROJECT PLAN.

Bidder has to submit Preliminary Project Plan describing **all the project activities and timelines** for the entire project.

Appendix # 6 APPROCH DOCUMENT.

Bidder has to submit detail approach document describing the CCTV Security Surveillance System methodology.

Appendix # 7 PRODUCT DOCUMENTATION

Bidder has to submit detail product documentation for all Hardware and Software.

Appendix # 8 BANK GUARANTEE FOR BID SECURITY (EMD)

To: Maharashtra State Electricity Distribution Company Limited

Represented by

Chief Engineer (M.M.Cell)

Maharashtra State Electricity Distribution Co. Ltd.

Material management Cell, "Prakashgad", First Floor, Prof. Anant Kanekar Marg, Station Road, Bandra (East),
Mumbai 400 051 (INDIA)

WHEREAS *[name and address of Contractor]* (hereinafter called "the **Contractor**") has undertaken, in pursuance of **Tender No.** _____, dated _____ for Tender for Supply, Installation, Configuration, Commissioning, integration, Testing and Maintenance of CCTV Security Surveillance System at/in the 26 Nos. Store Centers and 100 Nos. of Sub Stations (33/11 kV, 33/22 kV, 22/11 kV) / Switching Stations (22/22 kV) of M.S.E.D.C.L. located in Maharashtra, including guarantee (defects liability) period, (hereinafter called "the **Contract**");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ *[amount of Guarantee]* _____ *[in words]*, and we undertake to pay you, through our branch office at _____ *[Address of branch office at Mumbai, Maharashtra]*, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The bank guarantee will remain in force from date of issue till _____ (210 days from the Date of Issue of Tender). Any demand in respect thereto should reach the Bank not later than the specified date i.e. _____ (210 days from the Date of Issue of Tender). The bank guarantee for bid security may be

forfeited:

(a) if the bidder withdraws its bid, except that written notice of the withdrawal of bid is received by the employer prior to the deadline for submission of bids; or

(b) if the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 3.2.4; or

(c) if the bidder is determined, at any time prior to award of contract, to have engaged in corrupt or fraudulent practices as defined under Sub-clause 3.3.3 in competing for the contract; or

(d) in the case of a successful bidder, if it fails within the specified time limit to:

- (i) sign the Contract Agreement, or
- (ii) furnish the required contract performance security

Yours truly,

Signature and seal of the Guarantor: Name of Bank/Financial Institution: Address:

Date:

Please Note:

1. The value of non-judicial stamp paper for this bank guarantee is Rs.200/- should be purchased in the name of Guarantor Bank i.e. Bank Guarantee issuing Bank Only.
2. The bank guarantee should be furnished from any Scheduled bank.
3. Please state the full and complete postal address of the bank undertaking the guarantee.
4. Signature & Bank employee code number of two signing authority are required on the Bank Guarantee document.
5. The correct Tender number and date, amount in Rs. is to be mentioned correctly in the Bank Guarantee document.
6. Name & Full address of the company is to be mentioned correctly in the Bank Guarantee document.
7. B.G. may be valid as per terms of Tender.
8. B.G. should be submitted along with covering letter of Bank.

8. ANNEXURES & FORMS

Annexure # 1 Check List

We confirm that we have gone through the bid document and as instructed in the document, we hereby submit the following documents to form the bid:

Sr. No.	Name of document	Whether Submitted Yes/No	Page No.
1	Appendix # 1 Qualification Criteria/S.I. Bidder (in case of Consortium Lead Bidder)		
	(A)Qualification Requirements (QR) for Bidder (If not OEM)		
i)	Certificate of Incorporation or Memorandum of Association & Articles of Association One of the consortium members responsible for performing key components of the contract shall be designated as Lead Bidder. Evidence of this authorization shall be provided by submitting Power of Attorney signed by legally authorized signatories of all consortium members and consortium Agreement.		
ii)	Purchase order or Contract		
iii)	Annual Audited Turnover Certificate for last three financial years i.e. FY14-15, FY15-16 & FY16-17 duly certified by a practicing Chartered Accountant.		
iv)	Annual Accounts (Balance Sheet and Profit & Loss Account) for last three financial years i.e. FY14-15, FY15-16 & FY16-17 along with Chartered Accountant Certificate for positive Net worth.		
v)	Copy of valid ISO certification from authorized certification body		
vi)	CVs of Personnel on letter head of Company signed by authorized signatory		
vii)	Copy of Valid GST Registration Certificate		
	(B) Qualification Requirements (QR) for CCTV /NVR OEM		
i)	Copy of CE or FFC or ROHS Certification of OEM product.		
ii)	Declaration of OEM in respect of the MAC address of the IP cameras registered in the name of OEM supplying the cameras.		
iii)	Test report of all equipment and materials used in CCTV surveillance system.		
iv)	An authorization letter from the OEM with respect to this tender/project need to be submitted in original. This certificate shall be issued through the global headquarters and attested by the Indian Office in case OEM is of international repute.		
v)	Work Order and Completion Certificate from Client.		
vii)	Certificate issued by the Competent Authority of the Govt. in support of existence of their manufacturing unit of CCTV equipment since last 5 years, Registration Certificate wherein the nature of business is indicated.(Valid Factory License or MSE certificate or Valid NSIC certificate)		
viii)	Documentary proof to establish the eligibility that the OEM for CCTV camera has at least 20 employees on its payroll in India.(List of employees & their designation certified by Authorized person.)		
ix)	Letter of Undertaking along with details of helpdesk, to be submitted by Bidder on behalf of OEM. If support centre is not in Maharashtra then Undertaking in this regard for setting up of dedicated CCTV support center in Maharashtra.		
x)	List of repair and maintenance center and toll free number.		
xi)	Documentary evidence (ISO 9001:2008 or equivalent higher ISO certification) needed to be attached along with the bid for manufacturing process.		
xii)	Declaration sheet Form no.# 9 from Bidder/OEM.		
2	Appendix # 2 Technical Requirements Specification		
3	Appendix # 5 PROJECT PLAN		
4	Appendix # 6 APPROCH DOCUMENT		

5	Appendix # 7 PRODUCT DOCUMENTATION		
6	Appendix # 8 BANK GUARANTEE FOR BID SECURITY (EMD)		
7	Form # 1 : Certificate as to Corporate Principal		
8	Form # 2 Profile of Bidders and OEM & Details Of Projects Implemented		
9	Form # 3 CV of The Team Members		
10	Form # 4 Covering Letter To Price Bid		
11	Form # 5 Price Schedule		
12	Form#6 Format for Un-price Bill of Material		
13	Form #7 Form for Letter of Award		
14	Form #8 Form of Contract Agreement		
15	Form # 9 Declaration Sheet		
16	Form#10 Format for Hardware Specification		
17	Form#11 Format for Software Specification		
18	Form#12 Format for License Specification		
19	Form#13 Format for Manufacturer's Authorization (To be obtained from CCTV, Network Video Recorder (NVR), POE Switch, Monitor, Cable, Fiber optic cable, Fiber optic module, UPS OEMs)		
20	Form#14 Format for No Deviation Form		
21	Form#15 OEM's undertaking (CCTV, Network Video Recorder (NVR), POE Switch, Monitor, Cable, Fiber optic cable, Fiber optic module, UPS)		
22	Form#16 PRE-BID QUERY FORMAT		
23	Form#17 FORMAT FOR CONSORTIUM AGREEMENT		
	Form#18 FORMAT FOR POWER OF ATTORNE FOR CONSORTIUM		
24	Form#19 Format of Certificate from Chartered Accountant for Annual Turnover		
25	Form#20 Format of Certificate from Chartered Accountant for not have controlling stake in more than one entity applied for the Tender/Bid		
26	Form#21 Format for Undertaking for not approached any one for undue influence		
27	Form#22 Format for declaration for not be Debarred & Guilty of Malpractices		
	Any other information.		

Annexure # 2 Commitments of the Tenderer/Contractor

- i. The Tenderer /Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution;
- ii. The Tenderer / Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he / she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the Principal's tender process or the execution of the Contract.
- iii. The Tenderer / Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the Principal's tender process or the execution of the Contract.
- iv. The Tenderer / Contractor will not commit any criminal offence under the relevant Anti- corruption Laws of India; further, the Tenderer / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- v. The Tenderer / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- vi. The Tenderer/ Contractor will not take, directly or indirectly, any steps which could unduly influence the functioning of EIM (Ethics and Integrity Ministry).
- vii. The Tenderer / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Annexure # 3 : CCTV Surveillance System Locations

The CCTV surveillance systems will be installed at following locations:

Locations are tentative and may change at the later stage.

(a) MSEDCL, Store Center Locations.

Sr.No.	Name of Region	Name of Zone	Name of Division Stores	Name of Store Centre for CCTV Surveillance System installation
1	Kalyan	Bhandup	Washi Division	S.C. Airoli
2	Kalyan	Kalyan	Kalyan (East) U Division	M.S. Kalyan-(N)
3	Kalyan	Kalyan	Palghar Division	S.C. Palghar
4	Kalyan	Konkan	Ratnagiri Division	M.S.Ratnagiri
5	Kalyan	Konkan	Kudal Division	S.C. Kudal
6	Kalyan	Nashik	Nashik Urban Division - II	M.S.Nasik-(P)
7	Kalyan	Nashik	Ahmednagar Division	S.C.Ahmednagar
8	Pune	Pune	Pune Mulshi Division, Pune	M.S. Phursungi
9	Pune	Baramati	Satara Division	S.C. Satara Rd.
10	Pune	Baramati	Rural Division, Solapur	S.C. Sholapur
11	Pune	Kolhapur	Kolhapur Urban Division	M.S. Kolhapur
12	Pune	Kolhapur	Sangli Division	S.C. Sangli
13	Aurangabad	Jalgaon	Jalgaon Circle	S.C.Jalgaon
14	Aurangabad	Nanded	Nanded U Division	M.S.Nanded
15	Aurangabad	Nanded	Parbhani Division	S.C.Parbhani
16	Aurangabad	Latur	Latur Division	S.C.Latur
17	Aurangabad	Latur	Beed Division	S.C.Beed
18	Aurangabad	Latur	Osmanabad Division	S.C. Osmanabad
19	Aurangabad	Aurangabad	Aurangabad R Division	M.S.Aurangabad
20	Nagpur	Akola	Akola Urban Division	S.C.Akola
21	Nagpur	Akola	Khamgaon Division	S.C.Khamgaon
22	Nagpur	Amravati	Amravati U Division	M.S.Amravati
23	Nagpur	Amravati	Yavatmal Division	S.C.Yavatmal
24	Nagpur	Nagpur	Nagpur R Division-I	M.S.Kamptee
25	Nagpur	Chandrapur	Chandrapur Division	S.C.Chandrapur
26	Nagpur	Gondia	Bhandara Division	S.C.Tumsar

(b) MSEDCL's 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Substations/(22/22 kV) switching stations:

List of selected 100 substations which are to be considered for installations of CCTV cameras in First Phase									
Sr. No.	Zone	Circle	Division	Subdivision	B.U.	Substation Name	SS No.	SS kV	Discom owned
1	KALYAN	KALYAN CIRCLE - I	DOMBIVALI URBAN	DOMBIVALI (E) S/DN-I	4166	BAJI PRABHU	283045	22/22 kV	Yes
2	KALYAN	KALYAN CIRCLE - I	DOMBIVALI URBAN	DOMBIVALI (W) SN-III	4167	Anand Nagar	283067	22/22 kV	Yes
3	KALYAN	KALYAN CIRCLE - I	DOMBIVALI URBAN	DOMBIVALI WEST IISDN	4720	MSEB Colony Switching Station	283211	22 kV	Yes
4	KALYAN	KALYAN CIRCLE - I	KALYAN (EAST)	KALYAN (E) S/DN.I	4169	22 Kv Netivali Sw stn	283046	22/22 kV	Yes
5	KALYAN	KALYAN CIRCLE - I	KALYAN (EAST)	KALYAN (E) S/DN.I	4169	Lokdhara switching stn	283214	22/22 kV	Yes
6	KALYAN	KALYAN CIRCLE - I	KALYAN (EAST)	KALYAN (E) S/DN.III	4577	SONAR PADA	283212	22 kV	Yes
7	KALYAN	KALYAN CIRCLE - I	KALYAN (W)	KALYAN (W) S/DN-I	4168	22/22 KV BARAVE SWITCHING STAT	283514	22/22 kV	Yes
8	KALYAN	KALYAN CIRCLE - I	KALYAN (W)	KALYAN (W) S/DN-I	4168	TEJSHREE SWITCHING STATION	283513	22/22 kV	Yes
9	KALYAN	KALYAN CIRCLE - I	KALYAN (W)	KALYAN (W) S/DN-II	4696	22/22 KV DURGADI SWITCHING STN	283049	22/22 kV	Yes
10	KALYAN	KALYAN CIRCLE - I	KALYAN (W)	KALYAN (W) S/DN-II	4696	Durgadi	028349	22/22 kV	Yes
11	KALYAN	KALYAN CIRCLE - I	KALYAN (W)	KALYAN (W) S/DN-III	4751	22/22 KV VALLIPER SWITCHING ST	283515	22/22 kV	Yes
12	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	BADLAPUR (E) S/DN.	4405	22 KV KHARVAI SW/STN	028364	22 kV	Yes
13	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	BADLAPUR (E) S/DN.	4405	22KV KATRAP SW/S	283394	22 kV	Yes
14	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	BADLAPUR (W) S/DN.	4755	22KV SONIVALI SW/STN	283065	22 kV	Yes
15	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	KALYAN CC O&M S/DN	4073	Goveli Swtiching Station	283251	22 kV	Yes
16	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	KALYAN CC O&M S/DN	4073	Sarwali Swtiching Staion KON	283252	22/22 kV	Yes
17	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	MURBAD	4456	22/22KV NYEHADI SWITCHING STAT	283505	22/22 kV	Yes
18	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	MURBAD	4456	22/22kv UMROLI SWITCHING STATI	283257	22 kV	Yes
19	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	MURBAD	4456	kudawali switching station	283255	22 kV	Yes
20	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	MURBAD	4456	mhasa switching station	283256	22 kV	Yes
21	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	SHAHAPUR	4448	22/22 KV ASANGAON SWITCHING	028356	22/22 kV	Yes
22	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	SHAHAPUR	4448	22/22 KV KHARDI S/S	028354	22/22 kV	Yes
23	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	SHAHAPUR	4448	22/22 KV SHAHAPUR S/S	028353	22/22 kV	Yes
24	KALYAN	KALYAN CIRCLE - II	KALYAN RURAL	SHAHAPUR	4448	22/22 KV SHENWA S/S	028355	22/22 kV	Yes
25	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR -I	ULHASNAGAR I S/DN.	4170	C Block Switching Station	283170	22/22 kV	Yes
26	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR -I	ULHASNAGAR II S/DN.	4171	22 Kv Saibaba Switching Station	283171	22 kV	Yes
27	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR -I	ULHASNAGAR III S/DN.	4172	17 SECTION SW/STN	283172	22 kV	Yes
28	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR - II	AMBERNATH(W EST)S/DN.	4175	22 KV A AMBERNATH SWITCHING ST	283005	22 kV	Yes
29	KALYAN	KALYAN	ULHASNAGAR	ULHASNAGAR	4174	22KV	283051	22 kV	Yes

List of selected 100 substations which are to be considered for installations of CCTV cameras in First Phase									
Sr. No.	Zone	Circle	Division	Subdivision	B.U.	Substation Name	SS No.	SS kV	Discom owned
		CIRCLE - II	- II	V S/DN.		SW.STN.GAIKWADPA DA			
30	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR - II	ULHASNAGAR IV S/DN.	4173	ASHELEPADA SW/STN	283052	22 kV	Yes
31	KALYAN	KALYAN CIRCLE - II	ULHASNAGAR -II	ULHASNAGAR IV S/DN.	4173	Harman Mohta	28346	22 kV	Yes
32	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 KV DEDALE SUBSTATION	284030	33/11 kV	Yes
33	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 KV TAPS SUBSTATION	284029	33/11 kV	Yes
34	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 KV TATA HOUSING SUB STAT	284617	33/11 kV	Yes
35	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 KV TATA Mahendra Betagao	284623	33/11 kV	Yes
36	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 KV WARANGADE SUBSTN	284040	33/11 kV	Yes
37	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	33/11 Patharali Substation	284624	33/11 kV	Yes
38	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	BOISAR S/DN. (R)	4159	New Contesa	284622	33/11 kV	Yes
39	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV ASHAGAD SUBSTATION	284612	33/11 kV	Yes
40	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV DAHANU RD. SUBSTN	284031	33/11 kV	Yes
41	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV GANJAD SUBSTN	284033	33/11 kV	Yes
42	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV KOSBAD SUBSTN	284032	33/11 kV	Yes
43	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV SURYANAGAR SUBSTN	284034	33/11 kV	Yes
44	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11 KV VADKUN S/S.	284601	33/11 kV	Yes
45	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	DAHANU S/DN.	4160	33/11KV BORDI S/S	284615	33/11 kV	Yes
46	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	JAWHAR S/DN.	4161	33/22 KV JAWHAR SUB/STN	284037	33 kV	Yes
47	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MIDC(BOISAR) S/DN.	4163	11 KV SWITCHING S/stn No.4	284613	11 kV	Yes
48	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MIDC(BOISAR) S/DN.	4163	33/11 KV S/S NO:05,P-100/1 SUT	284616	33/11 kV	Yes
49	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MIDC(BOISAR) S/DN.	4163	33/11 KV SUBSTN NO.-1(CONTESA)	284026	33/11 kV	Yes

List of selected 100 substations which are to be considered for installations of CCTV cameras in First Phase									
Sr. No.	Zone	Circle	Division	Subdivision	B.U.	Substation Name	SS No.	SS kV	Discom owned
50	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MIDC(BOISAR) S/DN.	4163	33/11 KV SUBSTN NO.III(N ZONE)	284028	33/11 kV	Yes
51	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MIDC(BOISAR) S/DN.	4163	33/11KV SUBSTN - II	284027	33/11 kV	Yes
52	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	MOKHADA S/DN.	4824	33/22 KV MOKHADA SUBSTATION	284038	33/22 kV	Yes
53	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	PALGHAR S/DN.	4162	33/11 KV ALLYALI SUBSTN	284024	33/11 kV	Yes
54	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	PALGHAR S/DN.	4162	33/11 KV GENESIS SUBSTN	284022	33/11 kV	Yes
55	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	PALGHAR S/DN.	4162	33/11 KV PALGHAR SUBSTN	284023	33/11 kV	Yes
56	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	PALGHAR S/DN.	4162	33/11 KV VALAN SUB STATION	284602	33/11 kV	Yes
57	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	PALGHAR S/DN.	4162	33/11 Manor Substation	284025	33/11 kV	Yes
58	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	SAFALA S/DN.	4164	33/11 KV RAMBAG SUBSTN	284021	33/11 kV	Yes
59	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	SAFALA S/DN.	4164	33/11 KV SARTODI SUB STATION	284619	33/11 kV	Yes
60	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	TALASARI S/DN.	4165	33/11 KV ACHHAD SUBSTN	284036	33/11 kV	Yes
61	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	TALASARI S/DN.	4165	33/11 KV AMGAON SUB STATION	284610	33/11 kV	Yes
62	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	TALASARI S/DN.	4165	33/11 KV DAPCHARI SUBSTN	284035	33/11 kV	Yes
63	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	TALASARI S/DN.	4165	33/11 KV DOLARPADA SUB STATION	284618	33/11 kV	Yes
64	KALYAN	PALGHAR (MINI) CIRCLE	PALGHAR	VIKRAMAGAD S/DN.	4825	33/22 KV ONDA S/S VIKRAMGAD	284039	33/22 kV	Yes
65	BHANDUP	PEN CIRCLE	ALIBAG	ALIBAG-I	4137	ALIBAG SWITCHING STATION	223009	22/22 kV	Yes
66	BHANDUP	PEN CIRCLE	ALIBAG	ALIBAG-I	4137	USAR SWITCHING STATION	223024	22/22 kV	Yes
67	BHANDUP	PEN CIRCLE	ALIBAG	ALIBAG-II	4138	PEZARI SW/STN	223028	22 kV	Yes
68	BHANDUP	PEN CIRCLE	ALIBAG	ALIBAG-II	4138	PEZARI SW/STN	223002	22 kV	Yes
69	BHANDUP	PEN CIRCLE	ALIBAG	PEN	4142	22/22 kV Switching Station	223003	22/22 kV	Yes
70	BHANDUP	PEN CIRCLE	GOREGAON	GOREGAON	4129	22KV GOREGAON SW.STATION	223012	22 kV	Yes
71	BHANDUP	PEN CIRCLE	GOREGAON	MAHAD	4130	22 KV KOLOSE SW. STATION	223017	22 kV	Yes
72	BHANDUP	PEN CIRCLE	GOREGAON	MAHAD	4130	22KV CHAMBHARKHIND SW.STATION	223010	22 kV	Yes

List of selected 100 substations which are to be considered for installations of CCTV cameras in First Phase									
Sr. No.	Zone	Circle	Division	Subdivision	B.U.	Substation Name	SS No.	SS kV	Discom owned
73	BHANDUP	PEN CIRCLE	GOREGAON	MAHAD	4130	22KV GBL(GLOBAL BOARDS)	223011	22 kV	Yes
74	BHANDUP	PEN CIRCLE	GOREGAON	MHASALA	4131	22/22 kV Gondghar sw	223023	22/22 kV	Yes
75	BHANDUP	PEN CIRCLE	GOREGAON	POLADPUR	4134	22KV TURBHE SW. STATION	223020	22 kV	Yes
76	BHANDUP	PEN CIRCLE	GOREGAON	SHRIWARDHAN	4136	22KV SHRIVARDHAN SW.STATION	223014	22 kV	Yes
77	BHANDUP	PEN CIRCLE	PANVEL RURAL	KARJAT	4139	KARJAT SWITCHING	223004	22 kV	Yes
78	BHANDUP	PEN CIRCLE	PANVEL RURAL	KARJAT	4139	Kashele	223025	22 kV	Yes
79	BHANDUP	PEN CIRCLE	PANVEL RURAL	KARJAT	4139	Neral switching station	223005	22/22 kV	Yes
80	BHANDUP	PEN CIRCLE	PANVEL RURAL	KHALAPUR S/DN.	4813	22 KV SAVAROLI SWITCHING	223008	22/22 kV	Yes
81	BHANDUP	PEN CIRCLE	PANVEL RURAL	KHALAPUR S/DN.	4813	TUPGAON	223006	22 kV	Yes
82	BHANDUP	PEN CIRCLE	PANVEL RURAL	KHOPOLI	4140	Dheku switching	223088	22/22 kV	Yes
83	BHANDUP	PEN CIRCLE	PANVEL RURAL	PANVEL-II	4141	22 kV India Bulls Switching St	223029	22/22 kV	Yes
84	BHANDUP	PEN CIRCLE	PANVEL RURAL	PANVEL-II	4141	22/22 kV Additional Patalganga	223030	22/22 kV	Yes
85	BHANDUP	PEN CIRCLE	PANVEL RURAL	PANVEL-II	4141	SAI-ARSHIYA SWITCHING STATION	223026	22 kV	Yes
86	BHANDUP	PEN CIRCLE	ROHA	MANGAON S/DN.	4805	22KV SALE SW.STATION	223013	22 kV	Yes
87	BHANDUP	PEN CIRCLE	ROHA	MANGAON S/DN.	4805	MIDC VILE BHAGAD	223027	22 kV	Yes
88	BHANDUP	PEN CIRCLE	ROHA	MURUD	4132	22KV KOKBAN SW.STATION	223016	22 kV	Yes
89	BHANDUP	PEN CIRCLE	ROHA	PALI	4133	22KV PALI SW.STATION	223018	22 kV	Yes
90	BHANDUP	PEN CIRCLE	ROHA	ROHA	4135	22KV KOLAD SW.STATION	223015	22 kV	Yes
91	BHANDUP	PEN CIRCLE	ROHA	TALA S/DN.	4804	22KV TALA (BORGHAR) S/SW	223021	22 kV	Yes
92	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV AGRAWAL SW/ST	283501	22/22 kV	Yes
93	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV GAURAI PADA (INDOOR) S	283504	22/22 kV	Yes
94	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV JUCHANDRA SW/ST.	283078	22/22 kV	Yes
95	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV MSEB COLONY VASAI SW/	283503	22/22 kV	Yes
96	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV NAIKPADA (WALIV) SW/S	283506	22/22 kV	Yes
97	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. EAST S/DN.	4359	22/22 KV NAVGHAR SW/ST	283502	22/22 kV	Yes
98	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. URBAN S/DN	4341	22/22KV PAPDI SWITCHING	283210	22/22 kV	Yes
99	KALYAN	VASAI CIRCLE	VASAI	VASAI RD. WEST S/DN.	4697	SUNCITY SWITCHING SUBSTATION	283507	22/22 kV	Yes
100	KALYAN	VASAI CIRCLE	VASAI	WADA S/DN.	4158	22/22 KV ABITGHAR S/W STATION	283517	22/22 kV	Yes

Annexure # 4 : Indicative Bill of Material**(A) MSEDCL Store Centre:**

Sr . No.	Item Description	Unit	Approx. Quantity Required per Store Centre
1	2	3	4
1	2MP Fixed Lens IP Dome Camera with 30Mts IR range	Nos	4
2	2MP Fixed Lens IP Bullet Camera with 30Mts IR range	Nos	20
3	NVR 32 CH	No	1
4	6TB HDD	Nos	2
5	POE Switch 8 PORT POE + 1 port for fibre connectivity	No	3
6	POE Switch 8 PORT POE + 4 port for fibre connectivity	No	1
7	LED Monitor With Wall Mount Bracket.(32")	No	1
8	9U Rack	No	1
9	ARMOURED CAT 6 CABLE	Mtrs	1000 or As per Req.
10	Fiber Optic Cable	Mtrs	500 or As per Req.
11	Fiber Optic module	Nos	6
12	1 KVA UPS (with Surge protector)	Nos	1
13	Pole(for outdoor cameras)	Nos.	1 or As per Req.
14	Digging & refilling for armoured CAT 6 cable	Mtrs	100 or As per Req.
15	Digging & refilling for fiber cable	Mtrs	100 or As per Req.
16	Erection & commissioning of Poles (for outdoor cameras)	LS	1
17	System Installation: Installation, configuration, commissioning, testing, stabilization and maintenance of the total system. This work includes every work and materials related to the job and training of respective Stores / substation / switching station in charge in handling and operating of Security Surveillance System	LS	1

Note:

- Quantity for item no. 1, 2, 9, 10 & 13 per location will be decided by bidder after survey.
- Quantity for item no. 5 will be three per location.
- Quantity for item no. 4 will be two per location.
- Quantity for item no. 11 will be six per location.
- Quantity for item no. 3, 6,7 & 8 will be one per location.
- The bidder is required to survey the location for the quantity required per location as the Quantity may vary according to location Premises.
- The Bidder may quote additional component, if required, to complete the solution.

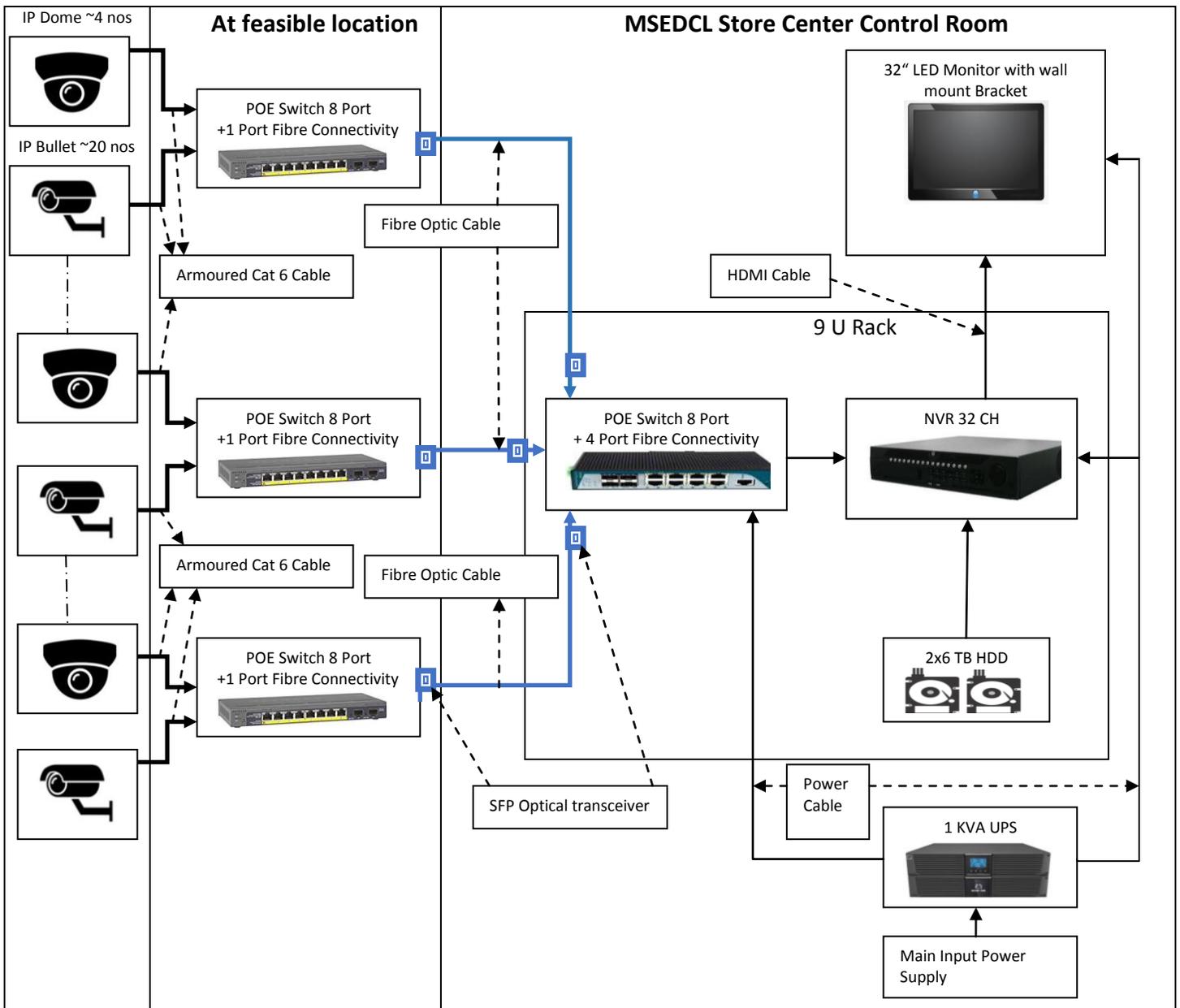
(B) 100 Nos. Substation/Switching Stations:

Sr . No.	Item Description	Unit	Approx. Quantity Required per Store Centre
1	2	3	4
1	2MP Fixed Lens IP Bullet Camera with 30Mts IR range	Nos	4
2	NVR 4 CH	No	1
3	4TB HDD	Nos	1
4	POE Switch 8 PORT POE	No	1
5	LED Monitor With Wall Mount Bracket.(18.5")	No	1
6	9U Rack	No	1
7	ARMOURED CAT 6 CABLE	Mtrs	300 or As per Req.
8	1 KVA UPS(with Surge protector)	Nos	1
9	Pole(for outdoor cameras)	Nos	1 or As per Req.
10	Digging & refilling for armoured CAT 6 cable	Mtrs	100 or As per Req.
11	Erection & commissioning of Poles (for outdoor cameras)	LS	1
12	System Installation: Installation, configuration, commissioning, testing, stabilization and maintenance of the total system. This work includes every work and materials related to the job and training of respective Stores / substation / switching station in charge in handling and operating of Security Surveillance System	LS	1

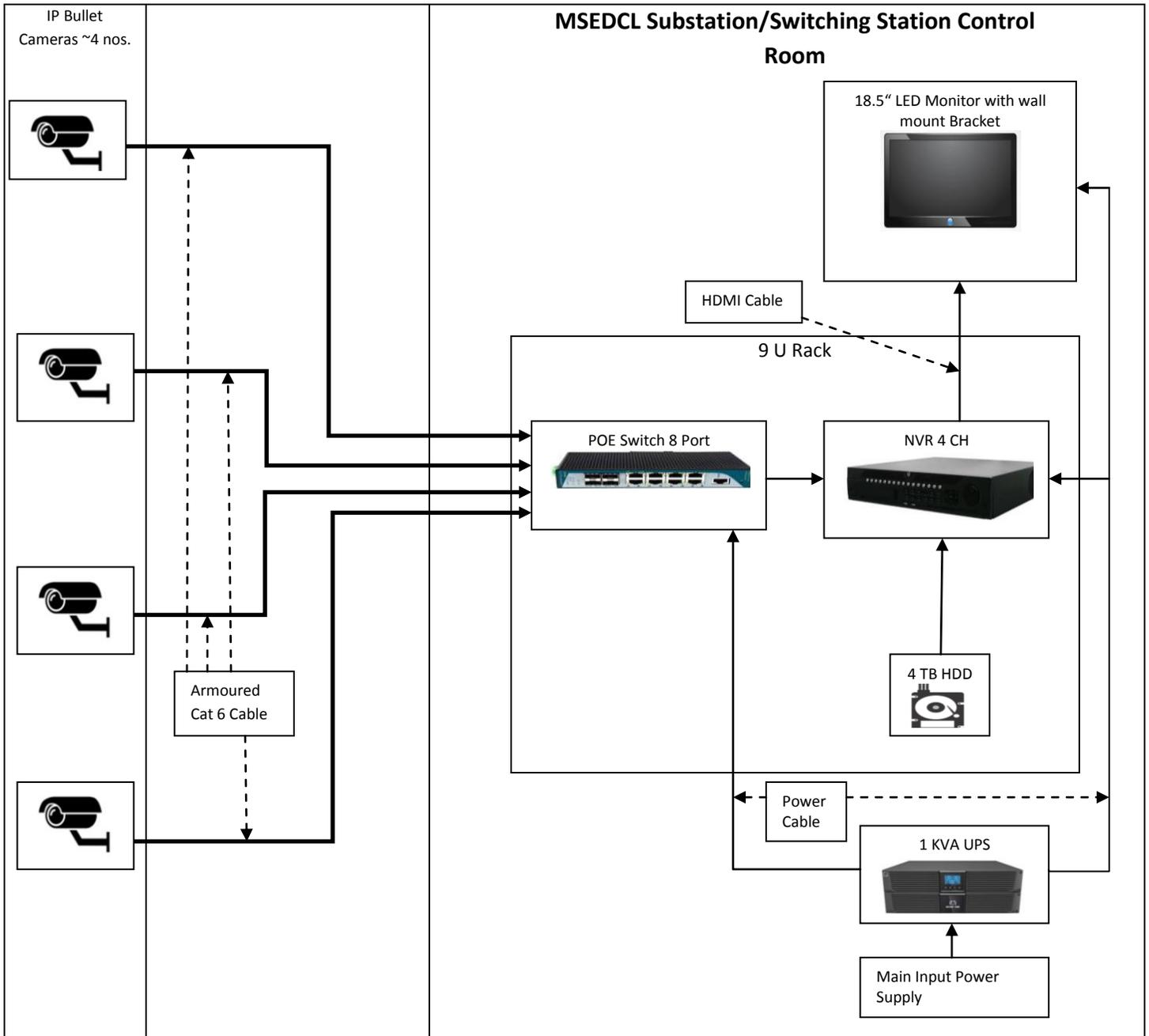
Note:

- Quantity for item no. 1, 7 & 9 per location will be decided by bidder after survey.
- Quantity for item no.2, 3, 4, 5, 6 & 8 will be one per location.
- The bidder is required to survey the location for the quantity required per location as the Quantity may vary according to location Premises.
- The Bidder may quote additional component, if required, to complete the solution.

Annexure # 5 : Proposed CCTV Architecture for MSEDCL Store Centers:



Annexure # 6 : Proposed CCTV Architecture for MSEDCL Substations/Switching Stations:



Form # 1 : Certificate as to Corporate Principal

(To be signed by any of Board Directors or Company Secretary)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above EOI is authorized to bind the Company / Firm by authority of its governing body.

Signature: _____ **Full Name:** ___ **Address:** _____

Form # 2 Profile of Bidders and OEM & Details Of Projects Implemented

(The bidder and OEM partner should fill this form separately relevant to the information stated in Appendix #1 – Qualification criteria).

PART A: ORGANIZATION BRIEF

• Short notes/tables on:

- (i) About organization
- (ii) Its Set-up
- (iii) When it was established (With Proof)
- (iv) Years of Experience (Sector wise)
- (v) List of clients
- (vi) Range of Services provided
- Divisions for various activities (If exists).
- Constitution of Team for execution of large scale CCTV Security Surveillance System Integration work.
- List and brief details of Professionals in rolls or associated with experience in similar activities.
- Any other details (if desired to be submitted by organization)

PART B: ORGANIZATION EXPERIENCE

(1) The bidding agency should show the relevant extensive experience of implementing the CCTV Security Surveillance System works with supporting documents viz. copies of letters of Award and completion from the clients as per following format:

Sr. No.	Name Projects	Name of Client	Location address	Value of work (Rs.)	Date of Commencement	Date of completion	Whether proof enclosed (Yes/No)	Brief Scope
1								
2								
3								

Note: (i) Add/remove Columns and/or rows, if required.

(ii) If related proof of experience is not enclosed, it will be presumed that organization has no experience in undertaking the work as per details given above.

(2) Any other details (if desired to be submitted by organization) – Please add separate sheets, if needed.

(3) Comments on Terms of Reference: Agency to submit its comments, if any, on the Terms of Reference for the proposed solution.

(4) A brief write-up on the methodology to be adopted by Agency for execution of the solution.

PART C: FINANCIAL STRENGTH & TURNOVER FOR THE PREVIOUS THREE YEARS.

Sr. No.	Financial year (Last Three Fin. Years)	Total Turnover/Revenue	Net Profit/Loss	Remarks
1				
2				
3				

Note: The above turnover statement must be supported with relevant proof. The Turnover can be shown by way of proof such as:

(i) Copies of the Audited Balance Sheet and Profit & Loss A/c or Income & Expenditure A/c duly audited by Chartered Accountant.

(ii) Any other proof (if available – not essential) as deemed appropriate viz. Auditor’s Report, ITR copies etc.

(iii) The turnover should be in the name of agency only and not of the Group Company. In case of any variation on the turnover of the Group, the same will not be considered unless and until documentary proof are attached with EOI showing the arrangements made in this regard for consideration of EOI.

PART D: PARTICULARS OF KEY PERSONNEL.

Sr. No	Name of the Key Professionals	Educational Qualification	Professional Certifications	Details of Project of similar nature	Experience in no. of Years	Brief Experience (*)

Note: (*) CV may also be enclosed

Form # 3 CV of The Team Members

Company Name :		
Proposed Deployment		
Role of the Candidate		
Candidate Information	Name	Date of Birth
	Professional Qualifications	
	Number of Years with the present Employer	
Summarized Professional Experience in reverse chronological order(Not to exceed two pages)		
From	To	Company Project Position Relevant Technical and Management Experience
Languages Known (Fluency Comprehending, Speaking, Writing)		

Authorized Signature

**Name and designation of Signatory
Name of Firm
Address**

Form # 4 Covering Letter To Price Bid**FORM OF PRICE PROPOSAL***(On Bidder's Letterhead)*

Name of Contract: Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra

Tender No. _____

To: **Maharashtra State Electricity Distribution Company Limited**

Represented by

Chief Engineer (M.M.Cell)

Maharashtra State Electricity Distribution Co. Ltd.

Material management Cell, "Prakashgad", First Floor, Prof. Anant Kanekar Marg, Station Road, Bandra (East), Mumbai 400 051 (INDIA)

Sir,

We have examined the Tender Document, including all the Sections, Annexure, Appendix and Forms, the receipt of which is hereby acknowledged, we, the undersigned, offer to Supply, Install, configure, Commission, integrate, test and Maintain CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra under the above-named document in full. We have understood and checked these documents and have not found any errors in them. We accordingly offer to execute and complete and guarantee the said work fit for its purpose in conformity with these documents and the enclosed proposal, for the sum of **Rs. _____ (Rupees only)**, including the costs of Goods and Service Tax and Provisional Sums (if any), or other such sums as maybe determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules herewith enclosed which form a part of this bid.

We agree to abide by this Bid until _____, 20__ [*insert the date **180 days** after the date of opening of the Technical Proposal*], and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Price Proposal and Technical Proposal form part of our Bid.

If our Bid is accepted, we will provide the specified Security Deposit, commence the work as soon as reasonably possible after receiving the Letter of Intent and complete the work in accordance with the above-named document in accordance with the time schedule specified in the Agreed and Finalized Project Plan.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We are, Gentleman

Yours faithfully

Signature _____ in the capacity _____ duly authorized to sign bids for and on behalf of _____

Address: _____

Form#6 Format for Un-price Bill of Material

The bidder should submit the un-priced bill of material for all the hardware, software, licenses, services and other components with quantity quoted in the Form # 5 with all detailed line items.

Form #7 Form for Letter of Award**SAMPLE FORM LETTER OF AWARD****By Regd. Post A/D/E-mail**

Date:

Name of Contract: Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra.

Contract No: _____ for Tender No. __

To: _____

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your bid dated _____, to Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra, **Tender No. __**, for the Contract Price of [amount in figures and words], as corrected and modified in accordance with the instructions to Bidders, is hereby accepted by us.

The total job, as per the scope, is to be completed as follows:

- a) Completion of site survey, finalization of BOQ for all locations within 1 month of placement of letter of Award.
- b) Material Despatch along with Installation, Configuration, Commissioning, integration, Testing, stabilization, Site handing over within 5 months after completion of site survey & finalization of BOQ for all locations.

Phase-I : Contract Period (excluding the AMC) period of 18 months from the date of start of project which includes six (6) months of CCTV Security Surveillance System implementation, integration, Testing, stabilization and Site handing over.

Phase-II: Annual Maintenance Contract period of 48 months.

The time stipulated for completion of work shall be the essence of the contract. The contractor shall so organize his resources and perform and complete the work of supply/ development, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of the "CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra." in accordance with the time schedule specified in the Agreed and Finalized Project Plan within the aforesaid period of six (6) months. The defect liability period will be for a period of sixty (60) months and shall begin from the date of completion and acceptance of final Stabilization Phase.

You are advised to submit the security deposit within 14 days and sign the contract agreement within 14 days from the date of this letter.

You are also instructed to proceed with preparation for the work in accordance with the term and conditions set forth in the Conditions of Contract.

Kindly acknowledge receipt of this letter. Yours faithfully,

[Signature]

**Chief Engineer (M.M.Cell)
MSEDCL**

Copy s.w.r.to:

1. The Director (Projects/ Operations/Commercial/Finance), MSEDCL,Corporate Office, Mumbai
2. The Executive Director (Infra/Projects/Commercial/Distribution/Billing/IT&CS/Security & Enforcement) MSEDCL, Corporate Office, Mumbai
3. The Joint M.D., Regional Office, Aurangabad.
4. The Regional Executive Director (Kalyan/Pune/Nagpur).

Copy f.w.c. to:

- 1) The Chief Engineer, All Zone, MSEDCL.
- 2) The Chief General Manager (I/A)/(CF)/(CA), Prakashgad, Mumbai
- 3) OSD To Hon. C.M.D. MSEDCL, Mumbai

Form #8 Form of Contract Agreement

This Agreement made this ____ day of _____, 2019, between the Maharashtra State Electricity Distribution Company Limited, Represented by

Chief Engineer (M.M.Cell)

Maharashtra State Electricity Distribution Co. Ltd.
Material management Cell, "Prakashgad", First Floor,
Prof. Anant Kanekar Marg, Station Road, Bandra (East),
Mumbai 400 051 (INDIA)

(hereinafter called "the **Employer**") of the one part and **[Name of the Bidder & Address]**(hereinafter jointly called "the Contractor") of the other part.

Whereas the Employer desires that the Works for the Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra , **Tender No.** __ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to
2. The following documents shall be deemed to form as Contract Documents and shall be read and construed as part of this Agreement:
 - (a) The Letter of Award no. _____.
 - (b) Bid Documents comprising of
 - Section 1: Introduction
 - Section 2: Scope of Work
 - Section 3 : Bidding Procedure and Instructions to Bidders
 - Section 4: General Conditions of contract
 - Section 5: Special Conditions of contract
 - Section 6: Policy & Procedure for Debarring of Agency from Business Dealings with MSEDCL
 - Section7: Appendices
 - Section 8: Annexures and Forms
 - (c) The Addendum Nos. _____.
 - (d) Contractor's Bid dated _____
 - (g) The Completed Schedules, of Contractor's Bid
 - (h) The Contractor's Proposal.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the work, remedy any defects therein in all respects with the provisions of the Contract.

4. **Contract Price:** The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the work, the remedying of defects therein and guarantee performance, the amount of **Rs. _____ Lakhs (Rs. [In word] Lakhs)** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. **Contract Commencement and Completion Schedule:** The Contract commencement date shall be _____, i.e. the date of issue of Letter Of Award (LOA) by the Employer.

The total job, as per the scope, is to be completed as follows:

- c) Completion of site survey, finalization of BOQ for all locations within 1 month of placement of letter of Award.
- d) Material Despatch along with Installation, Configuration, Commissioning, integration, Testing, stabilization, Site handing over within 5 months after completion of site survey & finalization of BOQ for all locations.

Phase-I : Contract Period (excluding the AMC) period of 18 months from the date of start of project which includes six (6) months of CCTV Security Surveillance System implementation, integration, Testing, stabilization and Site handing over.

Phase-II: Annual Maintenance Contract period of 48 months.

The time stipulated for completion of work shall be the essence of the contract. The contractor shall so organize his resources and perform and complete the work of supply/ development, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of the "CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra." in accordance with the time schedule specified in the Agreed and Finalized Project Plan within the aforesaid period of six (6) months. The defect liability period will be for a period of sixty (60) months and shall begin from the date of completion and acceptance of final Stabilization Phase.

6. **Scope of Work:** It will be as per RFP and as defined in the Contract Documents.

7. **Terms of Payment:**

The Terms of payment applicable to the Contract shall be as mentioned in RFP

Proof of completion report should be attached along with the Invoice raised as per the work contract and certification by the MSEDCL.

Note :- The detailed procedure to be followed for preparation of invoices and processing of invoices is given in Tender Conditions.

8. **Taxes & Duties :-**

8.1 TDS towards Income Tax will be deducted from the payment of Contract value as per rate applicable.

8.2 The contract price includes all Taxes & Duties.

9. Performance Guarantee:**Phase-I :**

The Performance Guarantee shall be for a period of 18 months from the date of start of project. This Performance Guarantee (PG) will extend to all components of the solution including software, ATS, operational support and implementation services. Performance Guarantee (PG) in the form of unconditional Bank Guarantee (as per the format specified in the tender) for not less than 10% of the Contract Value (excluding the AMC and the recurring charges), for the CCTV Security Surveillance System.

In case successful bidder fails to submit a valid Performance Bank Guarantee of required amount within 14 days from the date of intimation of acceptance of its tender, MSEDCL reserves the right to cancel the order and forfeit its EMD/Bid security.

The Performance Bank Guarantee shall be returned to the bidder after successful completion of the entire work to the fullest satisfaction of the Employer at the end of the contract period & after submission & acceptance of Annual Maintenance Contract Bank Guarantee

Phase-II:

Bank Guarantee for Annual Maintenance Contract: Annual Maintenance Contract Bank Guarantees (BG) equivalent to 10 % of Annual Maintenance Contract value. The Annual Maintenance Contract BG shall be submitted to the MSEDCL before the expiry of warranty period failing which the Performance Bank Guarantee shall stand forfeited. The Annual Maintenance Contract BG shall be valid for a minimum period of 48 months with claim period of additional 6 months i.e. 54 months.

Bank Guarantee for Annual Maintenance Contract shall be returned to the bidder after successful completion of the entire Maintenance contract period to the fullest satisfaction of the Employer at the end of the Maintenance contract period.

10. Governing Law:

This Agreement has been executed and delivered in India and its interpretation, validity and performance shall be construed and enforced in accordance with the Laws of India and also the laws applicable to the State of Maharashtra. Any disputes arising out of compliance/noncompliance of this Agreement shall be dealt exclusively under the jurisdiction of court at Mumbai.

11. Claim, disputes and its settlement:

Any dispute or claim arising out of this Agreement shall be dealt with as per the procedure Stipulated in Tender Document.

12. Notices:

All notices to be given under this Agreement shall be in writing and in English language. A Notice shall be effective when delivered or on the notice effective date whichever is later.

13. All other terms and conditions shall be applicable as stipulated in Contract Documents.

14. Arbitration:

(a) All disputes or differences between the parties under or in connection with this Agreement or any breach thereof shall be sought to be referred to the Chief Engineer (M.M.Cell).

b) If such differences or disputes as between the parties cannot be settled through Chief Engineer (M.M.Cell) within 180 days of such disputes, they shall be settled by arbitration as per the procedure stipulated in Tender document. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification thereof from time to time.

(c) The language of the arbitration shall be English and the place of arbitration shall be Mumbai.

(d) Notwithstanding the existence of any dispute referred to arbitration, the parties shall continue to perform their obligations under this Agreement.

15. Severability:

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, the other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby are not affected, in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforceable, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties as closely as possible, to the extent that the transactions contemplated hereby can be fulfilled to the extent possible.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Signature of authorized representative of the Contractor

Signature of Employer

SEAL

SEAL

In the presence of (Joint Partner):

In the presence of:

Name _____

Name _____

Signature _____

Signature _____

Address _____

Address _____

Form # 9 Declaration Sheet

SAMPLE FORM OF DECLARATION SHEET

I _____ certify that all the data furnished in the appendix and forms pertaining to this specification and representation of the offer covered by our Proposal No. _____ & Date _____ is correct.

The Offered Cameras, Recorder, VMS, Analytic is from the same OEM. The offered VMS & Cameras is ONVIF S compliant. OEM CMS software is compatible with supplied NVR for future use.

I hereby certify that I am duly authorised representative of the bidder whose name appears above my signature.

Bidder's Name

Authorised representative's Signature

Authorised Representative's Name

Bidder's Intent. The Bidder hereby agrees to comply with the requirements and intent of this specification for the price indicated.

Seal of Company

Signature of the Bidder

Name & Address of the Bidder

Date

Form#10 Format for Manufacturer’s Authorization (To be obtained from OEMs of CCTV camera, Network Video Recorder (NVR), Hard Drive, POE Switch, Monitor, Rack, cat 6 Cable, Fiber optic cable, Fiber optic module & UPS on OEM’s Letter Head)

Date:_____

Tender No.:_____

Alternative No.:_____

To:_____

WHEREAS_____

who are official manufacturers of _____

do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following components, manufactured by us _____

and to subsequently negotiate and sign the Contract.

We hereby extend our full Support, guarantee and warranty in accordance with Terms and Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids. We also confirm that we are fully aware of the scope of work and have complete knowledge of the terms and conditions of the refereed tender. As per tender terms & conditions we shall have back-end support agreement/arrangement with above bidder for Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System Solution support at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra for the entire project period.

Name_____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Form#11 Format for No Deviation Form

Tender Name: Tender for Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra.

Tender No. : MMC/T-LTM-04/0618

CERTIFICATE FOR NO DEVIATION

We, (Bidder's Name), hereby certify that there is no technical or commercial deviation from the Conditions mentioned in Tender Document and I am agreeing to all the terms and conditions mentioned in the Tender Specification.

Authorized Signatory with seal

Date :

Place :

Form#12 OEM's undertaking (CCTV camera, Network Video Recorder (NVR), Hard Drive, POE Switch, Monitor, Rack, Cat 6 Cable, Fiber optic cable, Fiber optic module & UPS)

Tender No.:

Date:

Official manufacturers of.....

We hereby extend our full Support, guarantee and warranty with respect to the Goods offered by the above firm in reply to this Invitation for Bids during the contract period. We also confirm that we are fully aware of the scope of work and have complete knowledge of the terms and conditions of the refereed tender. The applicable scope of work mentioned in the tender will be directly done by us and supported for the contract period.

Name In the capacity of: Signed

Duly authorized to sign the Authorization for and on behalf of Date _

Form#13 PRE-BID QUERY FORMAT

Tender Name: Tender for Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra.

Tender No. : MMC/T-LTM-04/0618

Name of the Company:

Name of Key Person:

Key Person Contact details: Mobile: Email:

Tender Purchased: YES/NO :

RFP Section & Clause

Sr.	Clause No.	Page No.	RFP Section & Clause	Query

Note:

1. It is to be noted that Pre-Bid Queries must be sent within **two days** after Pre-Bid meeting in the *above prescribed format only*. Any query sent afterwards shall not be entertained.
2. Pre-Bid queries should be sent on cemmcmsedcl@mahadiscom.in only. Other mode of communications shall not be accepted.
3. MSEDCL is not bound to reply all the queries.
4. Replies of Pre-Bid Queries shall be published on MSEDCL eTender website.

Form#14 FORMAT FOR CONSORTIUM AGREEMENT

(On non-judicial stamp paper of minimum Rs. 200 to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this day of Two Thousand By:

M/s. a Company/Partnership Firm/ Sole Proprietorship Organisation incorporated under the Act/Laws of..... and having its Registered/Head office at (hereinafter called the “Lead Member/Lead Bidder/First Member” which expression shall include its successors); and

M/s. a Company/Partnership Firm/ Sole Proprietorship Organisation incorporated under the Act/Laws of and having its Registered/Head office at (hereinafter called the “Second Member” which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Joint Venture/Consortium Members” for the purpose of submitting a bid proposal to Maharashtra State Electricity Distribution Company Ltd (Hereinafter referred to as MSEDCL),being a Company/Body Corporate having its Registered Office/Head office at Maharashtra State Electricity Distribution Company Limited., Prakashgad, Bandra (East), Mumbai 400051, India (hereinafter called the “Owner”) in response to the invitation of bids (hereinafter called as “Tender Specification No.....” Document) Dated..... for ‘Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra’ (hereinafter called as “the Transaction”).

WHEREAS Appendix#1 of the Tender Document, stipulates that Two bidder(s) may form a joint venture/Consortium among themselves and apply against this tender specification, provided they fulfil the following eligible criteria;

1. They should have legally valid Consortium agreement as per the prescribed format for the purpose of participation in the bidding process. The total no of a Consortium shall be limited to two members.
2. One of the Joint Venture/Consortium member (Lead Bidder) should meet all the Qualifying requirements of the tender (Appendix#1) in respect to the work experience & Turn Over requirement.
3. Consortium as a whole shall meet the qualifying norms specified in the tender, they participate.
4. The Second Member of the Consortium shall authorize the lead partner by submitting a power of Attorney as per the prescribed format duly signed by the authorized signatories. The lead partner shall be authorized to receive instructions for and on behalf of all partners of the Consortium and entire execution of the contract.
5. The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.
6. Any member of the Consortium member(s) shall not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates.
7. Work Order(s) will be placed to lead members of the Consortium.
8. The prescribed format for Power of Attorney is provided in the tender specification as enclosures.
9. All Members of Consortium Agreement agrees to abide by tender during the entire contract period:

AND WHEREAS the members of the Joint Venture/Consortium together shall strictly comply the terms & conditions of the Tender Document.

AND WHEREAS bid has been proposed to be submitted to the <Owner> by Lead Member based on this Joint Venture/Consortium agreement between all the members, signed by all the members.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises, in the event of the selection of Joint Venture/Consortium as successful bidder, all the Parties to this Joint Venture/Consortium Agreement do hereby agree abide themselves as follows:

1. M/s. shall act as Lead Member for and on behalf of Joint Venture/Consortium Members. The said Joint Venture/Consortium Members further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to the Owner for Supply, erection, Testing & Commissioning as per the Scope of Work, and successful performance of the works, obligations under the same by the Lead Member are as follows:
2. Despite any breach by the Lead Member or other Member(s) of the Joint Venture/Consortium agreement, the Member(s) do hereby agree and undertake to ensure full and effectual and successful performance of the Contract with the Owner and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
3. If the Owner suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Member to these presents before proceeding against or dealing with the other Member(s). The obligation of each of the member is absolute and not independent of the Joint Venture/Consortium or any member.
4. The financial liability of the members of this Joint Venture/Consortium agreement to the Owner, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Joint Venture/Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the Joint Venture/Consortium agreement. The liability of each member is absolute and not severable.
5. It is expressly understood and agreed between the Members to this Joint Venture/Consortium agreement that the responsibilities inter se amongst the Members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Owner. It is clearly understood that the Lead member shall ensure performance under the agreements and if one or more Joint Venture/Consortium Member(s) fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint Venture/Consortium Members. It will be open for the Owner to take any steps, punitive and corrective action including the termination of contract in case of such default also.
6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction within Mumbai in all matters arising there under.
7. In case of an award of a Contract, all the Members to the Joint Venture/Consortium agreement do hereby agree that Lead Partner shall furnish Performance Bank Guarantee for value of 10% of the Contract Price and additional 1% by the other Joint Venture/Consortium Partner in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.
8. It is further agreed that the Joint Venture/CONSORTIUM agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.
9. Capitalized terms used but not defined herein shall have the meaning as assigned to them in the Tender Documents and/or the agreements.

- 10. In case of any dispute amongst the members of the Joint Venture/Consortium, Owner shall not be in any way liable and also the Consortium members shall not be absolved from the contractual obligation in any manner.
- 11. This Consortium Agreement shall be valid up to Five Years from the date of Letter of Award (LOA) or till the expiry of contract period (whichever is later).
- 12. DISTRIBUTION
- 13. Payments are made from MSEDCL to the Consortium. Thereafter Consortium/Lead Members] shall apportion the budget between the Parties as per the following terms:

IN WITNESS WHEREOF the Members to the Joint Venture/CONSORTIUM agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of <.....> For Lead/First Member

has been affixed in my/our presence

Pursuant to the Board of Director's resolution dated

(Signature of authorized representative)

Name... ..

Signature.. Designation Name
 Common Seal of the company
 Designation.....

2. Common Seal of <.....> For Second Member has been affixed in my/our presence
 pursuant to the Board of Director's (Signature of authorized resolution dated representative)

Name... ..

Signature.. Designation Name
 Common Seal of the company Designation.....

WITNESSES :

1.....

2.....

(Signature)

(Signature)

Name

Name

(Official address)

(Official address)

Form#15 FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM

(On Non –Judicial Stamp Paper of Appropriate value to be Purchased in the Name of Joint Venture/CONSORTIUM)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed a Joint Venture/CONSORTIUM and having our Registered Office (s)/Head Office (s) at(hereinafter called the ‘Joint Venture/Consortium’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws ofand having its Registered/Head Office atas our duly constituted lawful Attorney (hereinafter called “Lead Member /Lead Bidder”) to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to bid document No..... for ‘Supply, Installation, Configuration, Commissioning, Integration, Testing, and Maintenance of CCTV Security Surveillance System at 26 Nos. Store Centers and 100 Nos. of (33/11 kV, 33/22 kV, 22/11 kV) Sub Stations / (22/22 kV) Switching Stations of M.S.E.D.C.L. in Maharashtra’ for which bids have been invited by the Owner (MSEDCL), to undertake the following acts :

- (i) To submit proposal, participate and negotiate in respect of the aforesaid Bid – Specification of the Owner on behalf of the “Joint Venture/Consortium”.
- (ii) To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the “Joint Venture/Consortium”.
- (iii) To do any other act or submit any document related to the above.
- (iv) To receive, accept and execute the contract for and on behalf of the “Joint Venture/Consortium”.
- (v) To submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead Member shall ensure performance of the contracts (s) and if one or more Member fail to perform their respective portion of the contracts (s), the same shall be deemed to be a default by all the Members.

It is expressly understood that this power of Attorney shall remain valid binding and irrevocable till completion of the Contract Period.

The Joint Venture/CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whatsoever the said Lead Member quotes in the bid, negotiates and signs the Contract with the Owner and / or proposes to act on behalf of the Joint Venture/CONSORTIUM by virtue of this Power of Attorney and the same shall bind the Joint Venture/CONSORTIUM as if done by itself.

IN WITNESS THEREOF the Members Constituting the Joint Venture/CONSORTIUM as aforesaid have executed these presents on this day of under the Common Seal (s) of their Companies for and on behalf of the Members of Joint Venture/CONSORTIUM

1.

2.

The Common Seal of the above Members of the Joint Venture/CONSORTIUM: The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature Name Designation Occupation

2. Signature Name Designation Occupation

Notes:

- 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.
- Also, wherever required, the company 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 company.
- For a Power of Attorney executed and issued, the document will also have to be legalized and notarized in the jurisdiction where the Power of Attorney is being issued.

Form#16 Format of Certificate from Chartered Accountant for Annual Turnover

(To be submitted on Letter Head of the Chartered Accountant)

TO WHOM SO EVER IT MAY CONCEREN

We have examined the audited financials of M/s _____, having its registered office at _____, for the financial years 2014-15, 2015-16 & 2016-17. Based on our examination, we hereby certify that Annual Turnover of the Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System for respective financial year mentioned below is in accordance with the audited financial statements:

Financial Year	Annual Turnover of the Supply, Installation, Configuration, Commissioning, Integration, Testing and Maintenance of CCTV Security Surveillance System in Rupees
2014-15	
2015-16	
2016-17	

Date:**Place:****(Seal, Signature & Name of C.A.with Regn. No.)**

Form#17 Format of Certificate from Chartered Accountant for not have controlling stake in more than one entity applied for the Tender/Bid.

TO WHOM SO EVER IT MAY CONCEREN

I _____ hereby certify that the firm M/s _____ or its partners or directors does not have controlling stake in more than one entity applied for the Tender/Bid No. _____.

If it is found that they have given wrong or misleading information then their offer shall be summarily rejected.

Date:

Place:

(Seal, Signature & Name of C.A.with Regn. No.)

Form#18 Format for Undertaking for not approached any one for undue influence.

(To be submitted on Letter Head of the bidder)

TO WHOM SO EVER IT MAY CONCERN

I / We _____ hereby submit the undertaking that our firm or our partners or directors have not approached any one for undue influence against the Tender/Bid.

If it is found that we have given wrong or misleading information then our offer shall be summarily rejected.

Date:

Place:

(Signature, Name of Authorized Representative

& Company Seal)

Form#19 Format for declaration for not be Debarred & Guilty of Malpractices :

The bidder shall submit the declaration along with the bid as per Clause no. 4.10 of General Conditions of Contract as below:

(To be submitted on Letter Head of the bidder)

TO WHOM SO EVER IT MAY CONCEREN

Format for Debar undertaking

I, certify that,

- a. The business dealings with our firm / agency M/s..... have not been debarred by any Ministry of Gol / GoM / state owned electricity distribution utility and still in force.
- b. The Directors, Proprietors, Partners, Employee(s) or owner of our firm / agency M/s..... have not been either jointly or severally guilty of malpractices in relation to its business dealings with the Government or MSEDCL during the last five years.

I hereby certify that I am duly authorized representative of M/s.----- whose name appears above my signature.

Bidders Name:

Authorized representative’s signature:

Authorized representative’s Name:

Seal of the company

Name and address of the Bidder

Date: