



# **GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED**

## **Request for Proposal For**

**Supply, Installation, Testing & Commissioning (SITC) and  
Operation & Maintenance of Dynamic Façade lighting at  
Gwalior Fort**

**(Madhya Pradesh)**

Tender Reference Number: **[GSCDCL/62/E-Tendering/2018-19]**

Date of Issue: **[20<sup>th</sup> Aug 2018]**

**OFFICE OF THE EXECUTIVE DIRECTOR  
GWALIOR SMART CITY DEVELOPMENT CORPORATION LIMITED  
Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh**



## Gwalior Smart City Development Corporation Limited

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### NOTICE INVITING TENDER ("NIT")

NIT No. **GSCDCL/62/E-Tendering/2018-19**

Date: 20-08-2018

Gwalior Smart City Development Corporation Limited (GSCDCL) hereby invites online Item rate tenders from the specialized firms/Manufacturer of RGB Outdoor LED Façade lighting or their authorized agency, as per Pre-Qualification (PQ) Criteria OR PWD registered contractor in composite category in appropriate class for the work mentioned in the tender documents through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) for "Supply, Installation, Testing & Commissioning (SITC) and Operation & Maintenance of Dynamic Façade lighting at Gwalior Fort (Madhya Pradesh)".

The details are as under:

RFP NIT Sheet		
#	Event's Name	Information
1	Estimated Cost of the Work	<b>Rs. 11,61,78,960/- (Rs. Eleven Crore Sixty One Lakh Seventy Eight Thousand Nine Hundred and Sixty only)</b>
2.	Tender document Fee	Rs 30,000/- (Rupees Thirty thousand Only) through Online e-Tendering Payment Gateway only
3.	Earnest Money Deposit (EMD)	Rs 5,81,000/- (Rupees Five lakhs Eighty One Thousand Only)
4	Last date for sending pre-bid queries	29/08/2018 till 17:00 hrs. at <a href="mailto:gscdcltender@gmail.com">gscdcltender@gmail.com</a>
5.	Date, Time & Place of Pre-bid Meeting	30/08/2018 at 16:00 hrs. Venue: Gwalior Smart City Development Corporation Limited, Nagar Nigam Mukhyalay, City Center, Gwalior, Madhya Pradesh
6.	Last date for Online Purchase of Tender Document	10/09/2018 till 17:30 hrs.
7.	Last date of Online Submission of Bids	11/09/2018 till 17:30 hrs.
8.	Date & Time for Opening of Technical Proposal	12/09/2018 till 13:00 hrs.
9.	Date, Time & Place for Technical presentation	Will be intimated later to the qualified
10.	Date & Time for Opening of Financial Proposals	17/09/2019, if any changes will be intimated later to the technically qualified bidders

**Executive Director**  
**Gwalior Smart City Development**  
**Corporation Limited**

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## Disclaimer

Gwalior Smart City Proposal (SCP) has been selected to implement the Area Based Development (ABD) and pan-city proposals by Government of India (GoI) under Smart City Mission (SCM). Gwalior SCP proposes smart solutions in ABD area and across pan city with various smart features and infrastructure.

To implement smart city projects in Gwalior, Gwalior Municipal Corporation (GMC) and Madhya Pradesh Urban Development Corporation has formed a special purpose vehicle called Gwalior Smart City Development Corporation Limited (GSCDCL).

GSCDCL has prepared this Tender Document (TD) for the 'Supply, Installation, Testing & Commissioning (SITC) and Operation & Maintenance of Dynamic Façade at Gwalior Fort'. This TD is a detailed document with specific terms and conditions on which the Bidder is expected to work. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the TD as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the TD before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the TD in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy or omission. GSCDCL reserves the right not to proceed with the project, to alter the timeline reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a proposal under or pursuant to this TD.

## 1. Project Background

The Name of this work is:

**“Supply, Installation, Testing & Commissioning (SITC) and Operation & Maintenance of Dynamic Façade lighting at Gwalior Fort” (hereinafter referred to as the “Project”)**

A Request for Proposal is invited from the specialized firms/Manufacturer of RGB Outdoor LED Facade lighting or their authorized agency, as per Pre-Qualification (PQ) Criteria OR PWD registered contractor in composite category in appropriate class for the work mentioned in the tender documents and Implementation of Facade lighting works at the selected Gwalior Fort walls on turnkey basis, based on Quality Cum Cost Based (QCBS) selection process in three-part system i.e. Part No.1: Pre-qualification, Part No. 2: Technical Bid (Technical Documents), with presentation on Design Proposal and Part No.3: Financial bid. Since the Gwalior Fort is under the Archeological Survey of India (ASI) it is envisaged that the agency will work in close collaboration with ASI and under no circumstances structurally hamper any area of the fort during the Project duration. GSCDCL shall assist the agency and act as a point of collaboration. It is essential the proposed solution should not cause damage to the structure due to excessive heat/light emission during the Project duration.

## **2. Instructions to Bidders**

### **2.1. Purpose**

Gwalior Smart City Development Corporation Limited (GSCDCL) invites proposals from interested and eligible bidders to participate in the Project for Design, Supply, Installation, Testing & Commissioning and Operation & Maintenance of Facade lighting works for the selected sections of the Gwalior Fort walls, as per this RFP.

### **2.2. Consortium**

Consortium and sub- contracting shall not be allowed for the project.

### **2.3. Completeness of Bid**

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

### **2.4.Proposal Preparation Costs**

- 1 The Bidder shall submit the bid at its cost and expense. GSCDCL shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights over GSCDCL.
- 2 All materials submitted by the Bidder shall be the absolute property of GSCDCL and no rights e.g. copyright shall be entertained by GSCDCL.

### **2.5.Pre-bid Meeting and Queries**

1. GSCDCL will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The interested organizations are encouraged to attend the pre-bid meeting. The Bidder is expected to attend the Pre-Bid Meeting and Site Visit towards comprehensive clarity on the client's expectations. The purpose of the Pre-bid meeting is to provide the bidders with information regarding the RFP, articulate in detail the expectations and vision of the envisaged proposed solutions in reference to the RFP via presentation. Pre-Bid meeting will also provide each of the bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. Costs for the pre-bid meeting will be borne by the bidders. All communication made at the pre-bid meeting via presentation, site visit, clarifications to questions will become an addendum to the RFP and will be officially released as such on the website.
2. All Bidder shall e-mail their queries to [gscdcltender@gmail.com](mailto:gscdcltender@gmail.com) in the form and manner as prescribed in **Annexure 4**. The response to the queries will be published on [www.mpeproc.gov.in](http://www.mpeproc.gov.in). No queries will be entertained thereafter. The responses to the pre-bid queries shall become an integral part of the RFP. GSCDCL, however, shall not make any warranty as to the accuracy and completeness of responses.
3. GSCDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GSCDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken or

read as compelling or requiring GSCDCL to respond to any question or to provide any clarification.

4. GSCDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all the Bidders. All clarifications and interpretations issued by GSCDCL shall be deemed to be part of this RFP. Any verbal clarifications and information that might be given by GSCDCL or its employees or representatives shall not in any way or manner be binding on GSCDCL.

## **2.6. Amendment to the RFP**

- 1 Any amendments made to the RFP would be published on [www.mpeproc.gov.in](http://www.mpeproc.gov.in) only and not in newspaper.
- 2 All amendments, corrections corrigendum, addendum, responses etc. issued under this RFP shall integrally become part of the RFP.
- 3 The Bidders are advised to visit the e-tendering portal [www.mpeproc.gov.in](http://www.mpeproc.gov.in) on regular basis to check for necessary updates. GSCDCL also reserves the right to amend the dates mentioned in this RFP.

## **2.7. Supplementary Information to the RFP**

GSCDCL at its own discretion might revise any part of this RFP or issue any additional data to provide a clarity in interpretation of the provisions of this RFP. Such revisions or incorporation of additional data shall be issued by way of Corrigendum which shall be integral part of this RFP.

## **2.8. GSCDCL's Right to Terminate the Process**

GSCDCL may terminate the RFP process at any time and without assigning any reason. GSCDCL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. Any such amendment/ editing/ addition/ deletion shall be notified at the e-tendering portal: [www.mpeproc.gov.in](http://www.mpeproc.gov.in).

## **2.9. Site Visit and Verification of Information**

The Bidders are encouraged to visit and examine the site(s) and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site(s) shall be borne by the Bidder.

## **2.10. RFP Document/Tender Fee**

RFP can be downloaded from the tendering portal: [www.mpeproc.gov.in](http://www.mpeproc.gov.in). RFP Document Fee of Rs 30,000 (Rupees Thirty Thousand only) shall be paid through online Payment Gateway only. The RFP document fee is non-refundable.

## **2.11. Earnest Money Deposit (EMD)**

- 1 In terms of this RFP, a Bidder is required pay online EMD of Rs 5,81,000.00 (Rupees Five Lakh Eighty One Thousand only). .
- 2 EMD of the unsuccessful Bidders will be returned after the signing of the contract by the successful Bidder. The EMD of the successful bidder would be returned upon the submission of Performance Bank Guarantee (for an amount equal to 5% of total

Contract Value) in the format provided in the **Annexure 8** of the RFP.

- 3 No interest will be paid by GSCDCL on the EMD amount.
- 4 The Bid submitted without EMD will be summarily rejected.
- 5 The EMD may be forfeited:
  - a. If a Bidder withdraws its bid or increases the price quoted during the period of bid validity or its extended period, if any.
  - b. In case of a successful Bidder, the Bidder fails to sign the Contract in accordance with the terms and conditions of this RFP.
  - c. If during the bid process, a Bidder indulges in any deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, then GSCDCL shall reject the bid and, if necessary, initiate action.
- 6 The decision of GSCDCL regarding forfeiture of the EMD shall be final and binding upon all the Bidders.

## 2.12. Bid Submission Instructions

### 2.12.1. Bid Submission Format

The entire Bidding process shall be submitted strictly as per the format specified in this RFP. The bids in deviation from the prescribed format are liable for rejection.

### 2.12.2. Bid Submission Instructions

1. The entire bidding process shall be online (e-Tendering) in three cover system.

The bids should be submitted as per the instructions given in the Table below:

Particulars	Instructions
Cover 1	Proof of submission of RFP Document Fee and the EMD.  The RFP document fee and EMD shall be submitted online
Cover 2: Pre-Qualification Proposal	The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <b>Annexure 1</b> of the RFP



Particulars	Instructions
<b>Cover 3: Technical Proposal</b>	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <b>Annexure 2</b> of the RFP</p> <p>The technical proposal is required to be submitted online only. <b>HARD COPY SUBMISSION IS NOT REQUIRED</b></p>
<b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the format prescribed in <b>Annexure 3</b> of the RFP.</p> <p>Financial Proposal should be submitted online only. Filling up prices in Technical proposal will render the Bidder disqualified</p>

**Note: GSCDCL will conduct the bid evaluation based on documents submitted through online e-tendering portal.**

2. The bidders are requested to take note of the following points:

- a. GSCDCL shall not accept the delivery of Bids in any manner other than that specified in this RFP. The Bid(s) delivered in any other manner shall be treated as defective, invalid and shall stand rejected.
- b. The Bidder is expected to quote for the entire project on a turnkey basis. The Bid should be comprehensive and inclusive of all the Services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract, without any exclusions/ omissions/ exceptions.
- c. The bidder shall provide their recommended products/solutions and their quantity as per **Annexure 11** to achieve the set scope of work.
- d. GSCDCL may seek clarifications from the Bidder on the proposal. Any of the clarifications by the Bidder on the proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items for the façade lighting of the fort walls.
- e. Apart from the Financial Proposal, no other documents of the proposal should contain any financial information, any information relating to the financial in the technical proposal shall lead to disqualification.
- f. If a Bidder does not qualify the pre-qualification criteria stated in the RFP, the technical proposals of such Bidder shall not be opened.
- g. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which GSCDCL reserves the right to reject the proposal.

### **2.12.3. Late Bid and Bid Validity Period**

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids shall be at least 180 (one hundred and eighty)

days from the last date of submission of the bid.

#### **2.12.4. Modification and Withdrawal of Bids**

No bid shall be withdrawn during the bid validity period of 180 (one hundred and eighty) days. In case of withdrawal the entire EMD shall be forfeited.

#### **2.12.5. Non-responsive Bids**

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

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

#### **2.12.6. Language of Bids**

The Bids should be submitted only in English. If any supporting documents submitted are in any language other than English, then the translation of the same in English language (duly attested by the Bidder) should be submitted with the bid. The English translation shall be validated at GSCDCL's discretion.

#### **2.12.7. Authentication of Bid**

- a) The person/ official of the Bidder who signs the bid shall obtain an authority letter from the Bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by such authorized person
- b) The Bidder should submit a Power of Attorney as per the format set forth in the RFP authorizing the signatory of the Bid to commit on behalf of the Bidder.

#### **2.12.8. Acknowledgement of Understanding of Terms**

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

### **2.13. Evaluation Process**

- a. GSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders.
- b. The BEC constituted by GSCDCL shall evaluate the responses to the RFP and all supporting documents. Inability to submit requisite supporting documents, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained in this regard.
- d. The BEC may seek clarifications from any Bidder w.r.t. its proposal and may visit the Bidder's client site to validate the credential/ citations claimed by such Bidder.
- e. Each of the responses shall be evaluated as per the criteria and requirements

specified in this RFP.

- f. The bid shall be evaluated as – Quality cum Cost Based Selection (50:50)

### 2.13.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. GSCDCL reserves the right at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
  - Stage 1 - RFP Document fee and EMD, Pre-Qualification and Technical Proposal (online)
  - Stage 2 - Financial Proposal (online)
- d. The venue, date and time for opening the Pre-Qualification Proposal are mentioned in the RFP NIT sheet. The date and time for opening the Financial Proposals would be communicated to the technically qualified bidders.
- e. The Bidder's representatives who are present during the bid opening shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for GSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, GSCDCL will continue process and open the bids of the all bidders.
- f. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order.

### 2.13.2. Evaluation of Pre-Qualification Proposals

- a. GSCDCL shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP, GSCDCL shall open **Cover 2** marked "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in Section 2.13.6 of the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the bidder shall stand disqualified.
- b. The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the **Annexure 1**.
- c. Response to the Pre-Qualification Requirements shall be evaluated in accordance with this RFP and in the manner prescribed in Section 2.13.6 of the RFP.
- d. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.

### **2.13.3. Evaluation of the Technical Proposal**

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

- a) Only those bidders who comply with all the pre-qualification criteria shall be considered as responsive bidders
- b) Technical proposals of only responsive bidders will be evaluated.
- c) The technical solutions proposed by the Bidder in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Section 2.13.7 of the RFP.
- d) Bidders shall make the technical presentation of the proposal to GSCDCL as per the agenda mentioned in Section 2.13.7 of the RFP.
- e) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 (hundred) points. (Refer Section 2.13.7 of the RFP). The bidders who score overall technical score of 70 will be declared technically qualified. Financial bids of only technically qualified bidders will be opened.
- f) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders.
- g) The BEC may seek inputs from their professional and technical experts in the evaluation process.
- h) GSCDCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not technically qualify shall be kept unopened in the e-Tendering system.
- j) GSCDCL reserve the right to accept or reject any or all bids without giving any reasons thereof.
- k) GSCDCL shall inform the technically qualified Bidders about the date and venue of the opening of the financial proposals.

### **2.13.4. Evaluation of the Financial Proposal**

- a) Bidders are expected to state the lump sum quote for completing the project as per the defined Scope of work on a complete turnkey basis.
- b) The Financial Proposal of only the technically qualified Bidders shall be opened for financial evaluation.
  - The Normalized Financial Score of a Bidder ( $F_n$ ) =
  - $\{(Commercial\ Bid\ of\ L1\ bidder / Commercial\ Bid\ of\ the\ Bidder)\} \times 100\%$   
(Adjusted to two decimal places).
- c) Bidder having the highest combined Technical cum Financial score will be awarded

the work. The technical and financial scores secured by each Bidder will be added using weightage of 50% and 50% respectively to compute a Composite Bid Score. The Bidder securing the highest Composite Bid Score, will be adjudicated as the most responsive Bidder for award of the project. The overall score will be calculated as follows:-

$$B_n = 0.50 * T_n + 0.50 * F_n$$

Where

$B_n$  = overall score of Bidder

$T_n$  = Technical score of the Bidder (out of maximum of 100 marks)

$F_n$  = Normalized financial score of the Bidder

In the event the bid composite bid scores are “tied”, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

- d) The cost indicated in the Financial Proposal shall be deemed as final and reflect the total cost of services including commissioning of the entire project on a turnkey basis. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and liability to fulfil its obligations as per the terms of reference within the total quoted price shall be that of the Bidder.

#### **2.13.5. Deleted**

#### **2.13.6. Pre-Qualification Criteria**

##### **1. For Specialized category firms/Agency/OEMs**

- a. The bidder should have satisfactorily completed works in India during the last Seven Years ending previous day of last date of submission of bid. The specialized category firms/Agency/OEMs shall have executed work of outdoor dynamic RGB lighting system with programmable controls during the last 07 years, prior to the due date of tender.

(i) Three similar works each of value not less than Rs. 2.32 Cr.

**OR**

(ii) Two similar works each of value not less than Rs. 3.48 Cr.

**OR**

(iii) One similar work of value not less than Rs. 5.80 Cr.

Similar works means “**Supply, Installation, Testing & Commissioning of Dynamic Programmable RGB LED Facade Lighting.**”

- b. The manufacturer (OEM) of outdoor RGB LED Facade lighting system with programmable control system should be active business in India for a minimum of 05 years
- c. The bidder should not have incurred any loss in three years or more during the last five years ending 31.03.2017, duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
- d. The OEM shall have a positive net-worth. Consecutive balance sheet duly audited by Chartered Accountant shall be submitted.
- e. Agencies/OEMs having a valid ISO certification for the manufacturing process shall be preferred.
- f. The OEM/agency should not be blacklisted by Central/ State Government/ Public Sector Undertaking (PSU) entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on last date of submission of the proposal.

## 2. For Composite category firms

- a. The contractor, those who are registered in PWD may also apply. They shall be required to associate and obtain undertaking from the manufacturers for supplying fittings & fixtures as per technical specifications, for technical supervision during execution and for providing full support during maintenance period.
- b. The bidder should have satisfactorily completed works in India during the last Seven Years ending previous day of last date of submission of bid. The contractor in association with OEMs shall have executed work of outdoor dynamic RGB lighting system with programmable controls during the last 07 years, prior to the due date of tender.
  - (i) Three similar works each of value not less than Rs. 2.32 Cr.  
**OR**
  - (ii) Two similar works each of value not less than Rs. 3.48 Cr.  
**OR**
  - (iii) One similar work of value not less than Rs. 5.80 Cr.

Similar works means “**Supply, Installation, Testing & Commissioning of Dynamic Programmable RGB LED Façade Lighting.**”

- c. The bidder should have at least 5.00 Cr. average annual financial turnover in last three financial years ending 31st March 2017, which shall be duly audited by Statutory Auditor and shall be submitted.
- d. The bidder shall have a positive net-worth. Consecutive balance sheet duly audited by Chartered Accountant shall be submitted.
- e. The bidder should have Solvency Certificate of amount not less than 4 Cr. Solvency Certificate certified by his Bankers must be submitted.
- f. The bidder shall provide Certificate of registration for GST along with acknowledgement of up to date filed return.
- g. The bidder shall provide Certificate of registration for GST along with acknowledgement of upto date filed return.
- h. The bidder should have a valid Electrical Contractor License issued from any State Government in India. Copy of Electrical Contractor License must be submitted or undertaking by bidder that he would obtain it and submit it along with Performance Guarantee.
- i. The bidders (other than OEM) shall mandatorily submit, along with the performance guarantee after the acceptance of tender, an undertaking from the authorized signatory of OEM regarding:
  - i. Authorization Certificate.
  - ii. Unconditional support from the OEM throughout the execution of contract as well as for Maintenance/Comprehensive Maintenance Contract for the useful life of the system, and
  - iii. OEM shall commit to provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment.

**LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION**

1. Online EMD payment receipt.
2. Relevant work orders substantiating the Prequalification criteria
3. The bidder should have at least 5 Cr. average financial turnover in last three financial years ending 31st March 2017, which shall be duly audited by Statutory Auditor and shall be submitted.
4. The bidder should not have incurred any loss in more than three years during the last five years ending 31st March 2017. Consecutive balance sheet duly audited by Chartered Accountant shall be submitted.
5. The bidder should have Solvency Certificate of amount not less than 4 Cr. Solvency Certificate certified by his Bankers must be submitted.
6. The bidder shall provide Certificate of registration for GST along with acknowledgement of upto date filed return.
7. The bidder should have a valid Electrical Contractor License issued from any State Government in India. Copy of Electrical Contractor License must be submitted or undertaking by bidder that he would obtain it and submit it along with performance guarantee.
8. Similar work experience (Indicating name of work, amount at completion, date of completion & work completion certificate of client etc.) as per the threshold defined in the RFP
9. Soft Copy of Catalogues , Polar Diagrams , Cone Diagrams , IES Files along with Link of the official web page of Luminaries. (To be evaluated along with technical bids).
10. Relevant Test Certificates - test certificates of the luminaries duly attested by the manufacturer shall be required to be submitted. (To be evaluated along with technical bids).
11. Document in support of being in active business in India for minimum 5 years as on the last date of bid submission- Company Balance Sheet approved by the statutory auditor, Articles of Association, VAT /GST Return, Work order etc).

### 2.13.7. Technical Evaluation Criteria

- The evaluation of Technical Proposals of only those Bidders who have qualified in the pre-qualification criteria will be carried out.
- The Technical proposals which do not correspond to the design brief, scope of work and terms of reference and are found to be inadequate, shall be summarily rejected.
- The Technical scoring shall be done based on the following:

S. No.	Description	Marks
<b>PHASE 1 OF EVALUATION OF TECHNICAL DOCUMENTS SUBMITTED</b>		
1.	Completed <b>similar projects for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission:</b> <b>a) projects of Rs. 2 crore or above</b> <i>(5 Marks for each project, Maximum – 20 marks)</i>  <b>OR</b> <b>b) projects of Rs. 5 crore or above</b> <i>(10 Marks for each project, Maximum – 20 marks)</i>	20
2.	Successfully <b>executed Dynamic programmable RGB Lighting System</b> for Façade lighting of <i>heritage building /monument in India</i> . Certificate from contractor/OEM along with client PO copy and the client letter confirming the execution <i>(5 Marks for each project, Maximum – 20 marks)</i>	20
3.	Completed on <b>operation and maintenance</b> provided for a minimum of 3 (years) for similar projects (dynamic lighting) of façade lighting/ illumination of modern and heritage buildings for any Central Govt./ State Govt. / Public Sector Undertaking or Private Organization <i>(5 Marks for each project, Maximum – 20 marks)</i>	20
4.	Agencies/OEMs having <b>valid ISO certification</b> for the manufacturing process of the proposed dynamic lighting	05
<b>PHASE 2 : TECHNICAL PRESENTATION</b>		
5.	<b>Design Proposal and Presentation</b> The design proposal and presentation shall predominantly focus on: a. Similar Nature of work successfully executed b. The installation solution proposed for Gwalior Fort along both sections c. Creative dynamic design solutions for illumination for the fort vis a vis parameters articulated in section 3 of the RFP document* d. Proposed 5 programmable lighting effects on the fort wall e. Proposed project plan for the execution of the work in the set time period	35
	<b>Total Marks</b>	<b>100</b>

\*The luminaire to be used should be High wattage luminaire (>200W) , mounted on a 10m poles which are 20 mts apart, the installed luminaire to be aimed in such a way that



it should deliver an average of 10 lux on a vertical surface/area of 500m x 50m from a distance of 500m from the pole with an uniformity of > 40% with minimum lux level on this vertical surface should not be less than 4 lux & maximum shouldn't be more than 12.5 Lux to avoid any bright/dark spots. Bidder/OEM manufacturer has to submit the suitable Lighting calculations & the photometry file along with other technical documents of the luminaire as mentioned in the tender while submitting the bid. The Bidder/OEM has to submit the suitable Lighting calculations & the photometry file along with other technical documents of the proposed luminaires as mentioned in the tender while submitting the bid. The fixtures should be all weather proof.

## **2.14. Award of Contract**

### **2.14.1. Award Criteria**

Post the evaluation process, GSCDCL will award the Contract (by issuance of Letter of Intent) to the Bidder whose proposal has been determined to be technically and financially responsive to the requirements of the RFP and hereby referred to as the 'Successful Bidder'.

### **2.14.2. Letter of Intent (LOI)**

1. Within 7 (seven) days from the date of issuance of the LOI, the Successful Bidder shall accept the LOI and return the same to GSCDCL. The Successful Bidder shall execute the Contract with GSCDCL and shall also submit a Performance Bank Guarantee in favor of The Executive Director, GSCDCL (of the amount specified in Section 2.14.6) within 7 (seven) days of acceptance of LOI.
2. In case the Contract does not get executed within 7 (seven) days of acceptance of LOI or the Performance Guarantee is not furnished, GSCDCL reserves the right to invite the second and/or subsequent preferred bidder(s) for discussions/ negotiations or may also decide to annul the bidding process or may invite fresh bids for the Project. Only acceptance of LOI without furnishing the Performance Bank Guarantee shall not be considered as acceptance of LOI and in such a case the entire Bid security submitted by the Successful Bidder shall be forfeited. However, GSCDCL on receiving request from the Successful Bidder may at its absolute discretion, permit extension of period for execution of the Contract for a period of 30 (thirty) days.

### **2.14.3. Signing of Contract**

GSCDCL shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into the contract with GSCDCL within the time frame mentioned in the LOI issued to the successful Bidder by GSCDCL.

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

The failure of the successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in such an event GSCDCL may invite the next best bidder for negotiations or may call for fresh RFP. In such a case the entire Bid security submitted by the Successful Bidder shall be forfeited

### **2.14.5. GSCDCL's Right to accept any Bid and to reject any or All Bids**

GSCDCL reserves the right to accept or reject any Bid, and to annul the bidding process and

reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for GSCDCL's action.

#### **2.14.6. Performance Bank Guarantee**

- a) Within Seven (7) days from the date of acceptance of LOI, the Successful Bidder shall at its expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount at least 5% of contract value to GSCDCL which shall be valid for the entire duration of the contract period plus 90 days.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the successful bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful Bidder.
- d) The PBG may be discharged/ returned by GSCDCL upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the PBG. The PBG shall be valid for the period of 5 years from the date of signing the contract.
- e) In case the Project is extended after the Project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the successful Bidder for the extended period.
- f) In the event of the successful Bidder being unable to service the contract for whatever reason GSCDCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of GSCDCL under the contract, the proceeds of the PBG shall be payable to GSCDCL as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract. GSCDCL shall notify the successful Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the contractual obligation(s) for which the Bidder is in default.
- g) GSCDCL shall also be entitled to make recoveries from the Bidder's bills, Performance Bank Guarantee, or from any other amount due to it, for any wrong payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.
- h) On satisfactory performance of the obligations under the Contract, a Contract Completion Certificate shall be issued by GSCDCL and the PBG would be returned to the Successful Bidder.
- i) If the lowest evaluated Bid price is lower by 15% or more of the estimated project amount, such Bid will be deemed as unbalanced Bid price and classified as unworkable rate. For such unbalanced bids which classify as unworkable rate, the bidder to whom LOA has been issued, shall furnish, in addition to the performance security, an Additional Performance Security of an amount, which will be equal to the difference between the unworkable rate calculated with reference to the estimated project amount and agreement amount. By way of illustration, if the lowest evaluated Bid price is lower by 22% of the estimated project amount, the Additional Performance Security for the unworkable rate that shall be required from the successful bidder shall be calculated as 7% of the project amount, being the difference between 22% of the project amount and

15% as the benchmark for classification as unworkable rate.

#### **2.14.7. Mobilization Advance**

- a) Mobilization advance not exceeding 10% of the total Contract Price can be paid to the Successful Bidder. The Mobilization advance shall be released in two installments at the discretion of GSCDCL.
- b) The first installment of such advance shall be released by the GSCDCL to the contractor on a request made by the contractor to the Engineer- In-Charge in this behalf. The second and subsequent installments shall be released by the GSCDCL only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.
- c) Before any installment of advance is released, the contractor shall execute an unconditional and irrevocable Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. The guarantee shall remain effective until the advance payment has been repaid.
- d) The rate of interest shall be 10% annual simple interest.
- e) The advance payment, including the interest @10% simple annual interest, shall be recovered from the payment of first two Milestones as mentioned in Clause 4.3.

### 3. Scope of Work (“Services”)

#### 3.1. Project Brief

The Project to be undertaken is the Supply, Installation, Testing, Commissioning and operation & maintenance of dynamic facade lighting work for Gwalior Fort in Gwalior, Madhya Pradesh.

#### 3.2. Expectations, vision and success parameters for the project:

The Project is expected to be a brand building activity for GSCDCL and thus the project must aim to uphold the following success parameters for dynamic façade illumination.

1. **Building responsive and sensitive design:** Creative, theme-based and innovative design solutions for lighting responsive and sensitive to the architectural value, material fabric and design of the fort wall, with specific sensitivity towards historic buildings.
2. **Minimally invasive design:** The lighting fitting and fixtures, including the mounting arrangement, will be discreet so as to not detract from the architectural design of the fort and must be minimally invasive to the material and architectural fabric.
3. **Context responsive design:** The lighting solutions should take into account the physical and environmental context of the structure- its visual relationship with the street, character of lighting and activity in the surrounding to avoid light pollution or visual anarchy, surrounding flora and fauna, obstructions to views, vantage points of the fort etc.
4. Energy efficient and sustainable design and implementation models towards improved power consumption.
5. **Cost effectiveness:** the technical proposal will be adjudged on the cost effectiveness in the long term.
6. **Quality and innovation of control system and electrical power distribution scheme**
7. **Intelligent programmable systems:** Automated technology, via diffusers or other, to allow for variations in lighting solutions from early evening, night and into late night and across seasons/ festivals etc.
8. **Technological solutions for operation:** via cloud/ web-based technology for remote controlling. This must be supported by infrastructure and manpower for the duration of the project
9. Responsible, reliable and robust support for Operation and Maintenance for the 5 year period

#### 3.3. Section A: Detailed Scope of Work

The scope of work is divided into the following;

1. The scope under this work covers end to end solution for the supply, installation, testing and commissioning of dynamic facade lighting system at the Fort walls which includes, but not limited to, the following:

- The luminaire to be used should be High wattage luminaire (>200W) , mounted on a 10m poles which are 20 mts apart, the installed luminaire to be aimed in such a way that it should deliver an average of 10 lux on a vertical surface/area of 500m x 50m from a distance of 500m from the pole with an uniformity of > 40% with minimum lux level on this vertical surface should not be less than 4 lux & maximum shouldn't be more than 12.5 Lux to avoid any bright/dark spots . Bidder/Lighting manufacturer has to submit the suitable Lighting calculations & the photometry file along with other technical documents of the luminaire as mentioned in the tender while submitting the bid. The Bidder/OEM has to submit the suitable Lighting calculations & the photometry file along with other technical documents of the proposed luminaires as mentioned in the tender while submitting the bid. The fixtures should be all weather proof.
  - The lights should predominantly focus on the fort walls
  - The lights should be deemed fit enough to withstand dust, dirt and sand, and be adequately resistant to water
  - Technical parameters of items to be supplied and installed along with technical catalogues of makes of Manufacturer to be submitted
  - The offered LED luminaires must have passed LM 79, IEC 60598 from UL/ ERTL laboratory only and attested copies of the test certificates must be attached.
  - The proposed solution and costing shall be all inclusive and on a turn-key basis which includes installation of mast/Civil works etc. for pitching lighting elements (where limited access is available near fort walls). Under no circumstances shall there be any proposal to structurally amend or modify the fort walls for installing the lightings.
  - The proposed components shall have a product warranty of 5 years
  - Complete installation shall be carried out in the presence of Engineer of Manufacturer of main fittings
2. After successful installation and commissioning of lighting system, the combinations of lighting effects on the fort walls shall be prepared and got approved from Engineer in charge as appointed by GSCDCL.
  3. The contractor may be asked to provide special effects on the fort wall on special occasions like Independence Day or Republic Day etc., the agency shall prepare minimum of 05 simulation effects in consultation with the client in advance for actual display on desired days.
  4. There may be possibility of giving special effects to the wall on the visit of foreign dignitaries on somedays and the contractor shall be asked to display the theme effects at short intervals.
  5. The selected bidder shall provide the list of finalized lighting fixtures specifications, schedules, cost estimates, Bills of Quantities and performance of lighting system to meet the GSCDCLs expectations.
  6. Identify a suitable and safe location for the electrical control panels and boxes.
  7. Special consideration to be given for designing lighting layout for protected monuments (if any) and other heritage monuments so that no physical damage is caused to the monument structure during installation, or to the life of the historic material fabric due to excessive heat/ light emissions during the running of the Project. The proposals must be supported by technical information regarding these to the satisfaction of the Client and the bidder will ensure that this is developed guided by the technical expert

team of GSCDCL.

8. All the required programmable lighting fixtures and controls should be compatible and in line with internationally accepted industry practice to avoid integration and maintenance issues. The proposed system/solution should have the competency of remotely monitoring these installations and change the dynamism, along with its integration it to the Smart City Dashboard at the Integrated Command & Control Center at Moti Mahal, Gwalior.
9. It is clarified that any concepts and schematics as per the proposal of the successful bidder which are approved by the Client shall be part of the bidder's terms of reference.
10. The design proposal shall contain preliminary lighting layout with fixture details and relevant photographs of similar installations and fixture specifications.

### **3.3.1 Section B: Supply of Materials and Installation**

1. The bidders shall propose the quantity & requirement of the fixtures as per Annexure 11 and propose any additions to achieve the laid out scope.
2. Based on the approved list of fixtures to be installed for the Project, all the material to be procured and supplied by the bidder shall be as per the time schedule submitted to the Client.
3. The inspection and testing of luminaires in India before supply must be undertaken by testing laboratory.
4. The selected bidder will be responsible for testing and performance of the luminaries during the contract period and share the test results with GSCDCL.
5. Installation of the equipment/ fixtures including all associated works for completion of dynamic Façade lighting works.
6. The bidder will complete the final system integration, if any for soft commissioning as per the instruction of the GSCDCL.
7. The selected bidder shall ensure electrical safety of the system and installed fixtures and fittings
8. The bidder will deploy the requisite team of experts, engineers, labor (as appropriate) to execute the work at site.
9. The bidder, shall develop as built drawings and operational manuals for all the fixtures installed for facade lighting.

### **3.3.2 - Section C: Comprehensive Operation and Maintenance**

The Bidder shall Maintain the installed lighting fixtures from the date of completion of Commissioning of the work at the specified sites for 5 (five) years. The Operation & Maintenance period can be extended for a further period of two years, at the same terms and conditions, based on the performance in the preceding five years.

### **3.3.3- Section D: Miscellaneous**

The successful bidder shall:

1. Attend meetings and workshops with the Client in Gwalior at every stage of the Project and whenever required.
2. Be available on phone, fax and internet to assure continued communication and collaboration throughout the Project.
3. Shall coordinate for the said work with the relevant technical expert appointed by the GSCDCL, if any.
4. Follow any confidentiality requirements put forth by GSCDCL throughout the said Project.
5. Shall assist in obtaining permits, variances or special permission, or other approval procedures, including but not limited to, Government Power audits and attendance or presentation at public or private hearings before Government agencies and regulatory authorities.
6. After the Project is commissioned, the same will be reviewed by GSCDCL. Suggestion for any changes in the final integration etc. received from GSCDCL, shall be incorporated without any extra cost before the project is finally commissioned.
7. The bidder should ensure that the deployed fixtures and fittings should be competent for operation and maintenance for a period of 5 (five) years, if there are any changes in any installed design fixtures from that currently in production, it shall be replaced with one of equal specification.
8. It is to be ensured that after sales service is available within a reasonable time for all equipments installed.
9. The bidder should ensure structural safety of structure and personnel on site during all phases of the project. No harm to the fort wall fabric shall be encountered during any phase of the project and any damage must be brought to the notice of the client.
10. The Services shall be executed as per the statutory guidelines of the concerned authority(ies).
11. The bidder shall specify any needs from the Client for the project duration in a timely manner as per official protocol.

## 4. General Contract Conditions

### 4.1. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

### 4.2. Contract Period

The Contract Period will be 5 years and 6 months which can be extended for a period of two years at GSCEDCL's discretion based on the performance of the Contractor at the same terms & Conditions of the RFP and the subsequent Contract.

The Contract period is subdivided as follows:

**Part 1:** - Design, Supply and Installation – 6 (Six) months

Stage	Milestones	Timeline (in days)
I	DRAFT DESIGN : Submission of proposed design and feasibility studies for both sections of the fort wall	D* + 15
II	FINAL DESIGN : Submission of proposed design and feasibility studies for both sections of fort wall after incorporation of Client inputs	D* + 45
II	Receipt of equipment at site	D* + 75
III	Installation of equipment	D* + 160
IV	Commissioning of the system	D* + 180

**D\* - date of signing of contract**

**Part 2:** - Comprehensive Operation & Maintenance - 5 (five) years from completion of Part 1, with a possibility of a 2 year extension at the same terms & conditions

### 4.3. Payments Schedule

Payment will be made basis the progress on the percentage of total project cost as per the schedule below:

Milestone	Milestone Description	Percentage of Payment
I	After installation of complete equipment at the project site	30%
II	After commissioning and handing over of the system	30%
III	Integration with Command & Control Room and final GO LIVE	20%



<b>Milestone</b>	<b>Milestone Description</b>	<b>Percentage of Payment</b>
<b>IV</b>	Half yearly payment in equal installments during the O&M phase of 5 years	20% (Ten installments of 2% each over 5 years)
<b>Total</b>		<b>100%</b>

#### **4.4. Payment Terms**

1. Mobilization advance will be paid in accordance with Clause 2.14.7.
2. All payments will be done subject to the approval/ satisfaction of the GSCDCL on the given Service.
3. All payments shall be made on receipt of valid bills along with all supporting documents. The payments shall be made by GSCDCL in INR only
4. For delay in providing Services, GSCDCL reserves the right to impose liquidated damages as stipulated in the tender.
5. GSCDCL reserves the right to increase or decrease the scope of work by way of alterations in design proposals, with a corresponding financial variation of up to 10%. In case of such variations, the extra/ lesser work shall be done at the same rate and terms & conditions. It is clarified that GSCDCL shall assume no responsibility for any loss suffered by the successful bidder owing to the extra/ lesser work.
6. The contract for Operation and Maintenance will be for 5 (five) years, with a possibility of a 2 (two) years extended contract based on the satisfaction of the Client.
7. Income Tax as per statutory provision shall be borne by the successful bidder. GSCDCL shall deduct as per the statutory norms viz. Tax deduction at source etc. from payments being made to the successful bidder.
8. Goods and Service tax (if any) shall be borne by the successful bidder.
9. In case the successful bidder decides to stop the work during the subsistence of the Contract or withdraws the Services without providing at least 60 (sixty) days prior written notice to GSCDCL or if services are terminated by GSCDCL on account of deficiency in service, the Performance Guarantee shall be forfeited and the successful bidder shall have no claim on the same.
10. The CEO, GSCDCL (or any other official authorized in this regard) reserves the right to carry out inspection, as and when required without intimating the successful bidder, of the project site location where the work is in progress. Any shortcomings found during inspection will be intimated to the successful bidder/ its staffs orally or in written which shall have to be attended immediately by the successful bidder or its staffs. The penalties imposed on the successful bidder from time to time, shall be recovered from the milestone payments or from the PBG. GSCDCL reserves the right to treat continuous shortcomings as "Deficiency of Service" and terminate the Contract after giving 2 (two) months' written notice.
11. In case of termination of Contract the PBG paid by the successful bidder and the due payment for the work done will be forfeited.
12. The successful bidder shall ensure timely payments to its workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workers. All statutory payments to the workers shall be done immediately upon becoming due. The successful bidder undertakes to keep GSCDCL indemnified in this regard.
13. The Contract Price will be as per the bid and will be inclusive of all expenses necessary for the continuance of the services under the Contract. Such expenses shall include but not restricted any charges, deposits, dues, taxes, etc., connected with the Service. The

all-inclusive rate should be filled up as per the Financial Bid Format.

#### 4.5. Liquidated Damages

The amount of daily financial liquidated damages imposed for breach of Contract will not exceed 5% of the total contract value. The CEO, GSCDCL reserves the right to impose further financial liquidated damages exceeding 5% of the total amount in case the work is not found satisfactory. The decision on amount of liquidated damages exceeding 5% shall be at the sole discretion of the CEO, GSCDCL or of the officer authorized by the CEO, GSCDCL and shall be binding on the successful bidder.

Each of the following instance will constitute a violation:

**Liquidated damages Value during Installation phase:** For delay of every week in completion & submission of the deliverable, the successful Bidder would be charged with liquidated damages as follows:

Delay (Weeks)	Liquidated damages % on the respective Payment milestone value
2	1%
4	2%
8	5%

#### 4.6. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the submission for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

#### 4.7. Force Majeure

1. The term "*Force Majeure*" means an exceptional event or circumstance:

- a) which is beyond a party's control,
- b) which such party could not reasonably have provided against before entering into the contract, and
- c) which, having arisen, such party could not reasonably have avoided or overcome
- d) Which is not substantially attributed to the other Party

*Force Majeure* may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (c) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
- (ii) Rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,

- (iv) Munitions of war, explosive materials, ionising radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
  - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
2. In the event of either Party being rendered unable by *force majeure* to perform any duty or discharge any responsibility arising out of the Contract, the relative obligation of the party affected by such *force majeure* shall upon notification to the other party be suspended for the period during which *force majeure* event lasts. The cost and loss sustained by either Party shall be borne by respective Party.
  3. For the period of extension granted to the Contractor due to *force majeure* the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to the Contract which are otherwise not subject to the benefit of price adjustment clause.
  4. The time for performance of the relative obligation suspended by the *force majeure* shall stand extended by the period for which such cause lasts. Should the delay caused by *force majeure* exceed 03 (Three) months, the Parties to the Contract shall be at liberty to foreclose the Contract after holding mutual discussions.
  5. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible to the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
  6. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### **4.8. Dispute Resolution**

1. All disputes or differences arising out of or in connection with this Contract, shall be raised before the Competent Authority, as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute. Disputes between the Parties shall be resolved amicably within thirty days of such dispute arising, and at least one party having brought such dispute to the notice of either Party.
  - a. No issue of dispute can be raised after 45 (forty five) days of its occurrence. Any dispute raised after expiry of 45 (forty five) days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
  - b. The **Competent Authority** shall decide the matter within 45 (forty five) days of receipt of notice of such disputes.

- c. Appeal against the order of the Competent Authority can be preferred within 30 (thirty) days of the receipt of the Order of the Competent Authority to the Appellate Authority as defined in the Contract data. The **Appellate Authority** shall decide the dispute within a further period of 45 (forty five) days.
- d. If the dispute persists then the aggrieved party shall refer the dispute to the tribunal constituted under Madhya Pradesh Madhyasthata Adhikaran Adhiniyam, 1983. Costs associated with arbitration and/or litigation shall be borne by the respective parties. Statutory costs and fees other than the costs stated above, wherever applicable shall be paid by the Party referring the dispute to the tribunal. Place for dispute resolution shall be at Gwalior. The language of arbitration shall be English.
- e. Appeals against arbitration orders can be filed only in Courts within the state of Madhya Pradesh. The language of all proceedings to this effect shall be English.
- f. Notwithstanding the pendency of the outcome of any arbitration or suit, the Contractor shall continue to discharge his obligations under this Contract.
- g. The courts at Gwalior shall have exclusive jurisdiction in respect of disputes.

#### **4.9. Other Conditions**

- 1. The Successful Bidder should comply with all applicable laws and rules of Government of India/ Government of Madhya Pradesh/ Urban Local Bodies.
- 2. Support Staff/ Supervisor deployed by the successful bidder shall not have right to demand for any type of permanent employment with GSCDCL or its allied Offices.
- 3. CEO, GSCDCL reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the Project.

#### **4.10. Risk Purchase**

In case the successful bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, GSCDCL reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

## **5. ADDITIONAL CONDITIONS AND DETAILS OF MAINTENANCE CONTRACT**

### **5.1 General conditions**

1. The bidder will visit the site of the project at its cost and the preliminary expenses of research, concept and simulation for the presentation etc. will be borne by it however, GSCDCL will assist.
2. The bidder shall strictly follow and abide by the rules and regulations at the heritage site(s) given by ASI and/or NMA, if any.
3. Any damage to the equipment/ material before the handing over, shall be borne by the bidder.
4. All equipment supplied and installed and workmanship of the work done shall be guaranteed for the 5 of the maintenance contract years from the date of completion and handing over of the work. The defect liability period is for the duration of 1 year reckoned from the date of commissioning and handing over to Client. The defects, if any, noticed during the period shall be rectified failing which the successful bidder shall be liable for action by the Client.
5. All software and design shall exclusively belong to GSCDCL and shall not be utilized at all anywhere else.
6. Statutory variation, if any, during the subsistence of the Contract shall be paid on production of documentary evidence.
7. The successful bidder will notify/ depute a Nodal Officer, well versed with the aesthetic and technicality of the Project for proper coordination with Client.
8. In case, the successful Bidder is not able to perform as per the satisfaction of the GSCDCL or in case of in-ordinary delay, GSCDCL reserves the right to terminate the Contract and the successful Bidder will be liable to compensate for the loss.
9. The successful bidder shall arrange for storage space for equipment etc. The safety and security of the space and equipment shall be the responsibility of the successful Bidder.
10. GSCDCL shall assist in getting the approvals for layout design plans, scale drawings, electrical plans, permission and approval from Local authorities of any kind required for installation etc. The Client will provide necessary documentation as required for the above. The liaison, follow ups shall be responsibility of the successful bidder.
11. Safe material shall be used with adequate and requisite provisions for covering exigencies etc. No compromise on safety standards shall be accepted. The area shall be sturdy and safe in all respects to avoid any mishap. It is the responsibility of the Bidder that all factors have been properly investigated and considered while submitting the bid.
12. All the material provided shall be of a quality befitting the status of the show. If it is found that sub-standard material is used, payment for the same will not be released. In case any discrepancy in the material is noticed at any stage, the same shall be rectified at no extra cost. The successful bidder shall have to complete the entire job by the time schedule indicated in this document.
13. All liabilities including claims, insurance, legal etc. shall be settled by the successful bidder. GSCDCL and/ or its officials and/or agents shall be indemnified of any such claim/s. The

Successful Bidder will reimburse all such contribution, expenses and all other charges/ liability to which GSCDCL may be held liable in connection with the execution of work by the Authorities/ Court compensation for the purpose under the provision of any of the laws, social legislation in force as on date or which may be made applicable subsequently.

14. The successful Bidder will ensure the presence of their liaison teams, technical teams, etc. at site during execution of works at site during commissioning phase.

## **5.2 Conditions of operation and maintenance**

1. The Bidders have to quote separately for the maintenance work by employing Trained/ Qualified staff who are well versed with the technology used.
2. The defect liability period is of 1 (one) year from the date of completion and handing over whereby defects, if any noticed during the period shall be rectified by the successful bidder. Therefore, the quote for the first year shall not include any cost of maintenance, which is covered under defect liability period but covers the upkeep cost. Hence, the bidder is required to quote for comprehensive maintenance from 2<sup>nd</sup> year onwards. The quote for the first year should be only for replacement of bulb etc. The price quoted shall be inclusive of all spares consumables except for electricity charges which shall be payable by GSCDCL.
3. The equipment shall be cleaned on regular basis and at no time any foreign particle shall be visible. The successful bidder shall also carry out all activities servicing and preventive maintenance as suggested by the manufacturers of the key equipment.
4. The Bidder shall provide Manpower/ workforce (the “technical staff”) suitable for the job work specified by the Client and communicated to the successful bidder in writing as part of the bid submission. In case the staff provided by the successful bidder to the Client is not found satisfactory, the Client and the successful bidder shall agree to replace such staff forthwith.
5. The successful bidder will also ensure that the technical staff provided by it is of good character, well behaved, skillful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the Client or its employee. In the event of any complaint received by the Client against any of the workers of the successful bidder, the same shall be forwarded to the successful bidder for remedial action and the successful bidder is expected to take such action expeditiously.
6. It is clearly understood by and between the parties to the Contract that the staff shall at all times and for all purpose shall be the employees of the successful bidder.
7. Prices quoted shall remain firm and free from any fluctuation/ escalation during the contract period.
8. The successful bidder will identify the spare parts requirement well in advance, required for maintenance.
9. The successful bidder shall be solely responsible for complying with all the provisions of applicable labor laws relating to manpower engaged in this contract.
10. Neither the successful bidder nor its staff will act in a manner derogatory to or inconsistent with the Client’s standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
11. The successful bidder shall indemnify the Client from any claim made or damages suffered by reason of any default on the part of the successful bidder, or its employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
12. The illumination/ lighting solutions shall be functional on a daily basis for a period of at least 10 hours between the time period of 7 pm of a day to 5 am of the subsequent day in the months of April to October in a year. The illumination/ lighting solutions shall be functional on

a daily basis for a period of at least 10 hours between the time period of 6 pm of a day to 7 am of the subsequent day in the months of November to March in a year.

13. Liquidated damages for non-functioning fixtures/ fittings/ control will be as follows

SNo	Time frame in days of non-functioning equipment	Amount (Rs.)
1	1 day	1 % of quarterly payment
2	1-5 days	5 % of quarterly payment
3	5- 10 days	10 % of quarterly payment
4	More than 10 days	25 % of quarterly payment

15. All time & material required for any operation/maintenance during the period of maintenance shall be arranged by the contractor at its own cost.
16. On the expiry of contract/termination of the contract, the contractor shall hand over all the installations along with inventory in proper working condition with all the fittings in intact position to the Engineer-in charge.
17. The logbooks for dynamic lighting system shall be maintained and filled in by the contractor at site as per direction of Engineer-in-charge.
18. The contractor shall be fully responsible for the integrity and character of the staff engaged at site. Any staff not considered suitable for the job shall be changed immediately by the contractor after getting instruction from Engineer-in charge.
19. The contractor shall submit the list of staff to be engaged by him along with their qualifications & experience before commencement of work.
20. All the staff deployed by the contractor shall come in uniform with name of the worker and inscription/details displayed on the uniform, failing which recovery shall be made **@ Rs. 50/- per worker per day.**
21. Scheduled mandatory checks complete as per Manufacturer's recommendations, which shall be provided at start of maintenance period, shall be done and recorded in the log book. If scheduled checks are not carried out or not recorded timely, recovery **@ Rs. 500/- per check/schedule per default per day shall be made from the bill.**
22. All the items in this RFP comes under the scope of operation and comprehensive maintenance for the period of 5 years.
23. Since the complete system shall be installed for the iconic Gwalior Fort walls for display to public, VVIP, VIP, i/c foreign visitors, the authority cannot afford any delay in attending the complaint by contractor and keeping in view the huge expenditure involved for installation of project, the recovery for default would be as under.

Contractor shall rectify the faults within the time period specified below:-

Sr. no.	Description of fault	Time period for rectification of fault	Recovery per hour of default exceeding prescribed time period
1.	Any kinds of electrical fittings etc. defective	Within 4 hours	@ Rs. 1000/- per hour per fitting
2.	Wiring defective/cable fault	Within 4 hours	@ Rs. 1000/- per hour per circuit

3.	Entire systems defective/down	Within 12 hours	@ Rs. 5000/- per day
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However, the amount of maximum penalty/recovery on all the above mentioned defaults shall be limited to 10% of the contract amount. Besides the logbooks, the contractor shall maintain a complaint register also in the control room so that, complaints are entered with date and time in the register by the department/client.

24. The firm/contractor shall keep the system operational & functional every day, including all kinds of holidays. No extra payment on account of working on Holidays and on National Holidays shall be made to the firm.
25. The contractor shall be responsible for the watch and ward of all the installations involved in this work. Any loss due to theft, damage etc. shall be made good by the agency immediately, for which nothing extra shall be paid. Besides this, the contractor shall also safeguard the complete installations in general throughout the contract period.
26. The payment shall be made to the contractor on half yearly basis.
27. The contractor shall work at his own responsibility. In case of any accident, mis-happening, disablement, no compensation shall be paid to the contractor or his employees by GSCDCL.
28. The staff to be deployed for the work shall be interviewed by Engineer-in-charge for their suitability before engaging on work. Only such staff shall be issued duty passes who are considered suitable for the work.
29. Proper record of the work undertaken i/c full details of the fault attended etc. shall be maintained and kept in the control room for the inspection of Engineer-in-charge.
30. The scope of work for annual comprehensive maintenance includes service/repair and replacement of all the defective parts at free of cost. Thus the AMC includes all spare parts repairs, replacement and service i/c replacement of complete fittings if required.
31. The quoted rates by the contractor should be inclusive all taxes & duties but exclusive of GST. The GST shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-charge as appointed by GSCDCL after satisfying that it has actually and genuinely been paid by the contractor.
32. The agreement during maintenance period may be foreclosed without assigning any reason as per direction of Engineer-in charge. In such eventuality, the payment for maintenance period shall be made on proportionate basis.
33. The OEM shall maintain 24x7 operational call centre for registering complaints and dedicated email IDs for resolving complaints within prescribed time schedules.



## Annexure 1 Pre-Qualification Proposal

### Annexure 1.1 - Check-list for the Pre-Qualification Proposal

S No.	List of Documents	File Name	Submitted (Y / N)	Description
1.	Proof of Tender Fee and EMD submitted			Date: Reference No:
2.	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3.	Bidders' Particulars As per format provided at Annexure 1.3			Name of Bidder(s):
4.	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 1.5			Date of PoA: Name of Authorize Person:
5.	Copy of Certificate of Incorporation/ Registration of Company / Sole Proprietorship			Registration Number: Date of Incorporation: Proof of existence:
6.	Copy of Certificate from the Statutory Auditor/ Chartered Account for the last 3 (Three) financial years i.e.2014- 15,2015-16,2016-17 As per format provided at Annexure 1.7			Year-wise details of turnover Average Turnover:
7.	Declaration for not being blacklisted by Central/ State Government/ Public Sector Undertaking (PSU) entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on last date of submission of the proposal. As per format provided at Annexure 1.4			Reference No: Date of Letter:

S No.	List of Documents	File Name	Submitted (Y / N)	Description
8.	<p>The bidder should have satisfactorily completed works in India during the last Seven Years ending previous day of last date of submission of bid. The specialized category firms/Agency/OEMs shall have executed work of outdoor dynamic RGB lighting system with programmable controls during the last 07 years, ending previous day of last date of submission of bid</p> <p>(i) Three similar works each of value not less than Rs. 2.32 Cr. <b>OR</b></p> <p>(ii) Two similar works each of value not less than Rs. 3.48 Cr. <b>OR</b></p> <p>(iii) One similar work of value not less than Rs. 5.80 Cr.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of bid submission.</p> <p>Similar works means “<b>Supply, Installation, Testing &amp; Commissioning of Dynamic Programmable RGB LED Façade Lighting.</b>”</p>			Copy of work order and completion certificate from the principal client

**Annexure 1.2 - Pre-Qualification Cover Letter**

(To be submitted on the Letterhead of the Sole Bidder)

Date:

**To**  
**Executive Director**  
**Gwalior Smart City Development Corporation Limited (GSCDCL)**  
**Gwalior, Madhya Pradesh**

***Subject: Bid for “Supply, Installation, Testing & Commissioning (SITC) and Operation & Maintenance of Dynamic Façade lighting at Gwalior Fort”***

**RFP Reference No:**

Dear Sir/Madam,

With reference to your “***Request for Proposal for Supply, Installation, Testing & Commissioning (SITC) and Operation & Maintenance of Dynamic Façade lighting at Gwalior Fort***”, we hereby submit our Pre- Qualification Proposal, Technical Proposal, and Financial Proposal.

We hereby declare that:

- a. We acknowledge and unconditionally accept that the GSCDCL can in its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Bidder for providing the services.
- b. We have submitted EMD of INR [ ] and RFP document fee of INR [ ] online through e-Tendering Portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)),
- c. All information and details furnished by us in the Bid are true and correct, and all documents accompanying our proposal are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 (one hundred and eighty) days from the last date of bid submission prescribed by **GSCDCL** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
  - i. To supply the products and commence Services as stipulated in the RFP document
  - ii. To undertake the Project for entire Contract period from the date of signing of the Contract as mentioned in the RFP.
  - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **Authority** may cancel the bidding process at any time and that **Authority** is not bound to accept any bid that it may receive without incurring any liability towards the Bidder.
- i. We fully understand and agree that on verification, if any of the information provided in our bid is found to be misleading, we are liable to be dismissed from the selection process or termination of the Contract during the project, if selected.

In case of any clarifications please contact  
At Email

---

Thanking you,

Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

**Seal**

Date:

Place:

Business Address:

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

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

<b>S No</b>	<b>Information</b>	<b>Details</b>
1.	Name of Bidder	
2.	Address and contact details of Bidder	
3.	Bidder Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Bidder [Company/ Partnership/ Sole Proprietor]	
6.	EPF Registration No	
7.	Bidder's GST Registration No.	
8.	Bidder's Permanent Account Number (PAN)	
9.	Bidder's Revenue for the last 3 years (Year wise)	
10.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
11.	Telephone number of contact person:	
12.	Mobile number of contact person:	
13.	Fax number of contact person:	
14.	E-mail address of contact person:	

Note: Please submit the relevant documents for all the details mentioned above along with your Bid

Authorized Signatory

Name

Seal

**Annexure 1.4 - Format for Declaration by the bidder for not being Blacklisted/  
Debarred**

(To be submitted on the Letterhead of the Bidder)

Date: (dd/mm/yyyy) --/--/----

To  
**Executive Director**  
**Gwalior Smart City Development Corporation Limited (GSCDCL)**  
**Gwalior, Madhya Pradesh**

**Subject:** Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the last date of submission of the bid

**RFP Reference No:**

Dear Sir/ Madam,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that \_\_\_\_\_ is not debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid.

In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the Bid or terminate the Contract without any compensation to the successful Bidder.

Thanking you.

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

## **Annexure 1.5 – Format of Power of Attorney for Signing of Proposal**

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

### **Power of Attorney**

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms.\_\_\_\_R/o\_\_\_\_who is presently employed with us and holding the position of\_\_\_\_\_, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for Design, Supply, Installation and Maintenance of 'Facade lighting' works for the Gwalior fort (the "Project"), including signing and submission of all documents and providing information/ responses to GSCDCL and representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the

Attorney) Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Annexure 1.6 - Deleted**



## **Annexure 1.7 – Format for Annual Turnover**

### **ANNUAL TURNOVER**

**Requirements:** The Average Annual Turnover to be provided in the following format for the last 3 (three) Financial Years.

<b>Financial Information</b>			
<b>Financial Year</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Annual Turnover (in Crore)			
<b>AVERAGE ANNUAL TURNOVER</b>			
Note: Annual turnover should be certified by Chartered Accountant/ Statutory Auditors.			

## Annexure 2 Technical Proposal

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

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
1.	Technical Bid Covering Letter As per Annexure 2.2			Reference No: Date of Letter:
2.	Copy of Work order and completion certificate to support that the Sole Bidder Should have completed/ on-going Worked on similar projects for any Central Govt./ State Govt. / Public Sector Undertaking in India or Private Organization in India, in last 7 years as on the last date of bid submission:  a) projects of Rs. 2 crore or above  <i>OR</i> b) projects of Rs. 5 crore or above			Client Name: Work Order Number: Order: Project Value: Work Completion Certificate
3.	Successfully executed Dynamic programmable RGB Lighting System for Façade lighting of heritage building /monument in India. Certificate from contractor along with client PO copy or the client letter confirming the execution			Client Name: Work Order Work Completion Certificate

S No.	List of Documents	Name of File Name	Submitted (Y / N)	Description
4.	Copy of Work order and completion certificate for having worked on <b>operation and maintenance</b> provided for a minimum of 3 (years) for similar projects (dynamic lighting) of façade lighting/ illumination of modern and heritage buildings for any Central Govt./ State Govt. / Public Sector Undertaking or Private Organization			Client Name: Work Order
5.	<b>Design proposal and Feasibility Studies:</b>  The Bidder is expected to attend the <b>Pre-Bid meeting and site visit</b> to assess and evaluate the mentioned buildings for preparation proposals for façade Lighting/ Illumination plan.			Design Proposal for the Fort Wall Feasibility report

## **Annexure 2.2. - Technical Bid Cover Letter**

(To be submitted on the Letterhead of the Sole Bidder)

Date: (dd/mm/yyyy) --/--/----

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Gwalior, Madhya Pradesh

### **Sub: Bid for “Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort”**

RFP Reference No:

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort “**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for **“Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort “**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will submit a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of at least 5% of the contract value for the due performance of the Contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by our bid for a period of 180 (one hundred and eighty) days from the last date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal Contract is prepared and executed, our bid, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and GSCDCL.

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

We agree that you are not bound to accept any bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services specified in the bid.

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

**Annexure 2.3. - Format for Project Citation**

S No	Item	Details	Attachment Ref. Number
1.	Name of the Project		
2.	Date of Work Order		
3.	Client Details		
4.	Scope of Work (text and site photos/ graphics etc.)		
5.	Contract Value		
6.	Completion Date		

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

## Annexure 3 Financial Proposal Format

(To be uploaded separately as part of Financial Bid Submission only. This is only a format and no values are to be entered here.)

### Annexure 3.1 - Format for financial proposal

S.No	Details of human resources/ technical personnel	Amount (Rs.)
A	B	C
1	Grand total for Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting	
2	Financial proposal for Operation and Maintenance for a period of 5 years	
GRAND TOTAL OF FINANCIAL PROPOSAL to be considered for financial evaluation		
GRAND TOTAL OF FINANCIAL PROPOSAL in words:		

- The price quoted shall be inclusive of all applicable taxes **EXCEPT GST**.

## Annexure 3A Financial Proposal Submission Letter

(To be submitted on the Letterhead of the Bidder)

To

Date:

The Executive Director  
Gwalior Smart City Development Corporation Limited  
Gwalior

Subject: Bid for “**Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort**”

RFP Reference No: <Reference Number>

Dear Sir,

1. We, the undersigned bidder, Having read & examined in detail, the bidding document, I/ we, the undersigned, offer to supply/ work as mentioned in the scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all costs likely to be incurred for executing this work. The prices are inclusive of govt. taxes/duties, **EXCEPT Goods and Services Tax (GST)**, as mentioned in the financial bid (BoQ).
3. I / We undertake to deliver the goods & services in accordance with the delivery schedule specified in the RFP if our bid is accepted.
4. I/We undertake to successfully operationalize the entire solution as per scope of work mentioned in the RFP document.
5. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by GSCDCL;
6. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
7. I / We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and be accepted at any time before the expiry of that period.
8. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
9. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
10. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

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

Date:

Place:



Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

(Name and seal of Bidder)

## Annexure 4 - Format of sending pre-bid queries

RFP Reference No: XXXX

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped

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

## **Annexure: 5 DELETED**

## **Annexure: 6 Format for Project Undertaking**

(On the Letterhead of the sole bidder)

### **PROJECT UNDERTAKING**

Date:

To:

**Executive Director,  
Gwalior Smart City Development Corporation Limited (GSCDCL)  
Gwalior, Madhya Pradesh**

**Ref: RFP No.**

Subject: RFP for Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort, ("Project").

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by GSCDCL.

We hereby agree and undertake as under:

- 1 We shall abide by guidelines and procedures for RFP for Supplying, Installation, Testing & Commissioning (SITC) of Dynamic Façade lighting i/c Operation and Comprehensive Maintenance of Gwalior Fort and we agree to bind ourselves to the terms and conditions of the RFP.
- 2 We shall abide by the Scope of Work mentioned under Section 3.0 of the RFP and all the terms and conditions stipulated in this RFP.
- 3 We have gone through the scope of work and have made our independent assessment of expenses involved in operation and management based on the assessment are submitting our bid.
- 4 Any direct or indirect deviations from the terms of the RFP, if any in our Proposal, are hereby revoked unconditionally.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Dated this..... Day of .....2018.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

## **Annexure 7 DELETED**

## Annexure 8: Format for Performance Bank Guarantee

### Performance Bank Guarantee

RFP Ref : < --- >

Date:

Bank Guarantee No.:  
To

**The Executive Director,  
Gwalior Smart City Development Corporation Limited (GSCDCL)**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS

M/s. “<Name of the Successful bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “<Name of the Project>” (Hereinafter, referred to as “Contract”) with you.

We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR \_\_\_\_\_/- > < (Rs. (in word)s only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we <name of the bank>, <address of the bank>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <name of the bank>, <address of the bank> hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR \_\_\_\_\_ > < Rupees (in words) only> without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till <total period of validity of PBG>, subject to the terms and conditions in the said Contract.

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until **<total period of validity of PBG>**.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
6. We hereby expressly waive all our rights: Requiring to pursue legal remedies against **GSCDCL**; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to **<INR\_\_\_\_\_>/- < Rs. (in words) only>**, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that

your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before **<total period of validity of PBG>**, from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... 2018.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



## Annexure 9: Bank Guarantee Format for Mobilization Advance

To  
The Executive Director  
Gwalior Smart City Development Corporation Limited  
Gwalior

In consideration of The Executive Director , Gwalior Smart City Development Corporation Limited, Gwalior (hereinafter called "GSCDCL"), having agreed to give interest bearing mobilization advance of Rs.\_\_\_\_\_ (In Words: Rupees \_\_\_\_\_) as against the total amount of Rs.\_\_\_\_\_ (In Words: Rupees \_\_\_\_\_) to M/s.\_\_\_\_\_(hereinafter called "the Contractor") from the demand under the clause of the contract agreement No.\_\_\_\_\_ dated \_\_\_\_\_ based on the letter of award No. \_\_\_\_\_ made between GSCDCL and M/s \_\_\_\_\_ an interest bearing mobilization advance at simple annual interest of 10%.

1. We **<name of the bank>**, having our Office at **<Address of the bank>** (hereinafter referred to as the Bank) at the request of the said Contractor do hereby undertake to pay GSCDCL, unconditionally and irrevocably, an amount not exceeding Rs. .... (Rupees .....Only) being 110% of the advance amount and the interest due thereon from time to time against any loss or damage caused to or suffered or would be caused to or suffered by the GSCDCL by reason of any breach by the said Contractor of any of the terms and conditions continued in the said Agreement.
2. We, the **<name of the bank>**, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the GSCDCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **GSCDCL** by reason of breach by the Contractor of any of the terms and conditions contained in the said Agreement or by reasons of Contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We undertake to pay to the GSCDCL, any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there-under and the Contractor shall have no claim against us for making such payments.

4. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the GSCDCL, under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Executive Director, GSCDCL certifies that the terms and conditions of the said Agreement have been fully, properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the date \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, the Bank further agree with the GSCDCL that the Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the GSCDCL against the said Contractor and to enforce or forbear from enforcing any or the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor for any forbearance, act or omission on the part of the Authority, or any indulgence by the GSCDCL to the said Contractor or by any such matter or thing whatsoever which under the law relating to the guarantees would, but for this provision, have effect of so relieving us from such liability.
6. This guarantee shall not be affected by any change in the constitution of the Contractor nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
7. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
8. We, the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.
9. Notwithstanding anything contained herein before, our liability under the guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) Our Guarantee shall remain in force till \_\_\_\_\_. Unless a claim under this guarantee is made before that date i.e. \_\_\_\_\_ all your rights

under the said guarantee shall be forfeited and we shall be relieved and be discharged from all liability there-under.

Dated ..... this ..... day ..... 20XX.

Yours faithfully,

For and on behalf of the **<name of the bank>**,

(Signature with Stamp & Seal)

Designation

<name of the bank> <address of the bank>

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

## Annexure 10: Site details

S.No	SECTION	Location	Dimension	Pictures
1	SECTION 1	In front of Gujari Mahal	355 M approx.	
2	SECTION 2	In front of Jain Statue	498 M approx.	

## Section 1



## Section 2



Figure: Image showing indicative façade where lighting will take place



**Annexure 11: Proposed Make & Build** (The bidder may suggest their specifications to achieve the desired scope)

Item	Proposed Specifications	Make & Model offered by bidder	Proposed Quantity
<b>Luminaries 1 (LED Flood Lighting)</b>			
Proposed Make	Exterior rated Long-throw compact IP66 LED floodlight with high-quality intelligent color and white light from the same fixture, which will give design flexibility and control over the lighting environment and delivers millions of saturated colors, pastels, and high-quality tunable white light. Die-cast aluminum construction, powder-coated finish having Tempered glass lens for safety. The luminaire should have versatile optics – 5°, 10°, 20°, 40°, 60°, 80° and 10°x40°. Input Voltage 100 – 277 VAC, , 50 / 60 Hz via Data Enabler Pro Interface using Integral male / female waterproof connector with 6 ft (1.8 m)cable of power management system that integrates the power supply directly into a fixture’s circuitry. Power Consumption 200 W with more than 8000 Lumens (full unit, no spread lens). Luminaire should be suitable for Lumen Maintenance of 50,000 hours L70 @ 50° C ambient. Vibration resistance should comply ANSI C136.31, 3G and corrosion resistance should comply with ASTM B117 standard for > 1, 500 hours and IK should be IK0. Controlled through DMX/Ethernet protocol using Data formatting device and Controller. Certification of luminaire UL / cUL, FCC Class A, CE, PSE, C-Tick		
Make of LED	Cree/Nichia/Osram/Lumileds		
Model	Bidder to specify		
Body of fittings	Die-cast aluminum, powder-coated finish		
System Wattage(RGB ) at maximum output, steady state	Range of 200W or above		
Output Lumens	Range of 8000 - 10000 Lumens for RGB-MW		
Luminaries capable for color changing	RGB & Mint White		
Control (Operating Platform)	16 bit DMX/Ethernet protocol		

Item	Proposed Specifications	Make & Model offered by bidder	Proposed Quantity
Available Beam angle options (final beam angles to be decided as per actual site conditions)	In range of Narrow beam (2-5 deg.), Medium Beam (10-30 deg.) Wide Beam (40-60 deg.), Asymmetric - Beam (10deg X 40 deg.)		
Operating voltage	100-277 VAC		
Lumen maintenance L70 B10 at 50 degree	At least 100,000 burning hours at L70 at 50 deg. C		
Operating Temperature	40 degree centigrade		
IP /IK Protection	Total IP 66 protection,IK07 protection		
Mandatory Certification	UL certification		
Mandatory test reports	LM-79,LM-80 , IEC60598		
Power Factor	0.9 or more		
Luminaire connectors	Weatherproof IP rated connectors		
Rock Guards	Adequate make and numbers		
Spread lens	Adequate make and numbers		

Parameter	Proposed specification	Make & Model offered by bidder	Proposed Quantity
<b>Light System Manager</b>			
Make	<ul style="list-style-type: none"> <li>- Easy to use — Featuring Ethernet-based control and automatic lighting system discovery,</li> <li>- Hardware support for medium and large environments - processing simultaneous light output data for up to 15,000 individually controllable LED nodes, depending on configuration.</li> <li>- Improved reliability — Solid-state drives reduce the number of moving parts</li> <li>- Slimmer profile — Slimmer form factor offers convenient surface mounting, as well as the ability to install in server racks and rack mount cases.</li> <li>- Packaged with Light System Composer — Software allowing creation and managing dynamic light shows with fully customizable effects, multi-layer editing, and unique color palettes. .</li> <li>- Versatile zone usage — Configure and control multiple playback zones, each with up to unique light show assignments.</li> <li>- Simplified control access — with Controller Keypad is a wall mounted triggering device that controls light shows and fixture brightness at the touch of a button.</li> </ul> <p>Controller should support upto 10 keypads with 8 keys minimum each.</p> <ul style="list-style-type: none"> <li>- Automatic playback control— Configure show.</li> </ul> <p>Bidder should submit certificate of UL / cUL, FCC, CE, C-Tick along with bid submission.</p>		
Model	Bidder to specify		
Number of simultaneously controllable individual LED nodes	A minimum of 2000 individually addressable fixtures via Ethernet protocol		
Packaged with Light System Composer	Software allowing creation and managing dynamic light shows with fully customizable effects, multi-layer editing and unique color palettes		
Versatile Zone Usage	Configure and control multiple playback zones		
Simplified Control Access	with Controller Keypad wall mounted triggering device		
Automatic playback control	Configure show scheduling based on a specific date, a day of the week, weekdays, or weekends		



## Data Formatting Device

Ethernet based master show controller with below key features

Parameter	Description	Compliance (supported by catalogue)
Make	To be proposed	
Model	To be proposed	
Body of fittings	Cast aluminum housing	
Maximum Connected load	16A	
Voltage range	100-277V AC, 50-60 Hz	
Internal Loss	Not to exceed 20 W	
Heat dissipation	Should be in the order of 20 W max	
Ambient temperature	Upto 50 degree C	
Data I/P interface	DMX 512 / Ethernet	
Protection Rating	IP 66	
DMX /Ethernet input/output	Double-pair, double-entry IDC connector	
Operating Temperature	Upto 50 degree C	
Mandatory Certification	UL/CE certification	