

MIT1/11/2021-TC

31-12-2022

Transport Commissionerate, 2nd Floor, Trans Towers, Vazhuthacaud,
Thycaud P.O, Thiruvananthapuram - 695 014

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NOTICE**INVITATION FOR PRE-BID MEETING FOR THE INSTALLATION OF WIRELESS COMMUNICATION NETWORK IN MOTOR VEHICLES DEPARTMENT AT PALAKKAD AND THIRUVANANTHAPURAM DISTRICTS**

The Motor Vehicles Department desires to float tender for the Installation of Wireless Communication Network in Motor Vehicles Department at Palakkad and Thiruvananthapuram districts. A pre bid meeting is scheduled on **10.1.2023 at 3 PM** to invite suggestions/recommendations on the conditions of the draft tender document formulated by the Motor Vehicles Department in this regard. The draft tender document is published in the website www.mvd.kerala.gov.in of the Motor vehicles Department. All prospective bidders are invited to attend the meeting. The link for online meeting shall be informed by e-mail. The contact details (e-mail id, phone no) shall be forwarded to the mail id tcoffice.mvd@kerala.gov.in/ jtc.mvd@kerala.gov.in. Please contact 0471-2333323 for further information and clarifications.

Signed by

K Manojkumar

Date: 31-12-2022 12:46:08

K Manojkumar

JOINT TRANSPORT COMMISSIONER & SECRETARY S T A IN CHARGE

GOVERNMENT OF KERALA

MOTOR VEHICLES DEPARTMENT

Transport Commissionerate,
Trans Towers, Vazhuthakadu,
Thiruvananthapuram,
Pin-695014
[email:tcoffice.mvd@kerala.gov.in](mailto:tcoffice.mvd@kerala.gov.in)

BID DOCUMENT FOR

Supply, Installation, Testing, Licensing and Commissioning and Maintenance
of Digital V.H.F. High Band Communication for
Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts

e-Tendering

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MOTOR VEHICLES DEPARTMENT

Transport Commissionerate, Trans Towers, Vazhuthakadu, Thiruvananthapuram, Pin-695014
[email:tcoffice.mvd@kerala.gov.in](mailto:tcoffice.mvd@kerala.gov.in)

NO.: _____

Date: _____

NOTICE INVITING TENDER**e-Government Procurement (e-GP)**

TENDER NO. : _____

The **Transport Commissioner**, Motor Vehicles Department (MVD), **Transport Commissionerate, Trans Towers, Vazhuthakadu, Thiruvananthapuram** for and on behalf of the Governor of Kerala invites online bids for the work detailed below from the Original Equipment Manufacturers (OEM) or its authorized agencies.

1	Name of Work	Supply, Installation, Testing, Licensing and Commissioning and Maintenance of Digital V.H.F. High Band Communication for Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts
2	Location of Work	Palakkad & Thiruvananthapuram Districts
3	Estimated Cost of Work	Rs 2,00,00,000/-
4	Brief Description of work	Supply, Installation, Testing, Licensing and Commissioning and Maintenance of Digital V.H.F. High Band Communication for Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts by sharing the Microwave and Tower of the Excise department
5	Bid Security	Rs. _____/-
6	Bid submission fee (tender fee)	Rs. _____/-
7	Period of completion	0 Days 5 Months 0 Years
8	Warranty period	3 years from the date of commissioning
9	AMC period	2 years after the warranty period
10	Defects liability period	NIL
11	Classification of Bidder	Original Equipment Manufacturers (OEM) or its authorized agencies.
12	Last date and time for submission of bids	
13	Date and time of opening of tender	

Bidd documents including the list of supply items can be downloaded free of cost from the e-Government Procurement (e-GP) Website www.etenders.kerala.gov.in. All bidd documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted. A bid submission fee shall be remitted online during the time of bid submission.

The hard copies of certificates and documents, as detailed in clause 4.4 of Part-I Instructions to the Bidders, shall be submitted subsequently after online submission of bids in a separate cover by registered post/speed post before the date and time of opening of technical bid. Price Bid shall only be submitted through online. Details regarding remittance of Bid Submission Fee and Bid Security, Bid preparation and submission are mentioned in the bidd document.

The bids shall be opened online on **__ - __ - 2022 at __:00 Hrs** at the office of the **Transport Commissionerate, Thiruvananthapuram** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at the same time and place.

Online Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-. Tenders/ bids received online without the details mentioned in clause 4.4 of Part-I Instructions to the Bidders will not be considered and shall be summarily rejected.

More details can be had from the office of Transport **Commissionerate, Thiruvananthapuram during** working hours.

All other existing conditions related to bidding in force in the Kerala will be applicable in this tender also unless expressly defined in the bidding document. Tender Inviting Authority/Employers shall not be responsible for any failure, malfunction or breakdown of the electronics system while downloading or uploading the documents by the Bidder during the e-procurement process. Details required for e-payment (Details of bank account having core banking facility and email address of the bidder) shall be furnished along with the tender. Tenders not accompanied by these details will be rejected. All subsequent Government orders connected to tenders and any revision in the rates of taxes would also be applicable to this tender.

The **Transport Commissioner** , Motor Vehicles Department (MVD) , **Transport Commissionerate, Trans Towers, Vazhuthakadu, Thiruvananthapuram** reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Transport Commissioner
Transport Commissionerate, Trans Towers, Vazhuthakadu, Thiruvananthapuram

(For and on behalf of Governor of Kerala)

Part I- INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1. Scope of the Bid:-

1.1.1. The *Transport Commissioner*, Motor Vehicles Department (MVD), *Transport Commissionerate*, *Trans Towers*, *Vazhuthakadu*, *Thiruvananthapuram* invites bids from Original Equipment Manufacturers (OEM) or its authorized agencies for the Work detailed in the Notice Inviting Tender (NIT).

1.1.2 Throughout these bidding documents:

1. The terms 'in writing' means communicated in written form and delivered against receipt;
2. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and any reference to masculine gender shall whenever required include feminine gender and vice versa.
3. "Day" means calendar day.
4. The terms "bid" and "tender" and their derivatives "Bidder/tenderer, bid/tender, bidding/tendering etc., "are synonymous.
5. The term "Employer " shall mean Government of Kerala. Employer will carry out its functions and obligations through officers who have been delegated powers for the same.
6. The term Officer / Officer in charge / Engineer / Engineer in charge means any officer/Person /Committee designated by the Transport commissioner for implementation of the project
7. The " Tender Inviting Authority " , " Accepting Authority " and the " Agreement Authority " means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer. The Tender Inviting Authority, Accepting Authority and the Agreement Authority shall be one and the same person unless otherwise specified.
8. "Contract Price" means price approved by the Employer after bidding and stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract

1.1.3 The bid invited shall be of Lumpsum Contract

1.1.4 The mode of this tender is e-tender

1.2 Source of funds:

The expenditure on this Work will be met from the Plan/Non plan allocation of State Government/Central Government funds/Funds allocated by National funding

1.3 Eligible Bidders

- 1.3.1 The Bidder/ OEM should be in business for more than 5 years in India as on 31.03.2022. This should be supported by the certificate of Registration issued under the Companies Act by a competent authority. Details of the bidder shall be submitted.
- 1.3.2 Annual Turnover of the bidder should be a minimum of Rs.3 Crores for each of the three preceding financial years. This should be supported by audited balance sheet of the company duly audited by the Chartered Accountants for the financial years 2018-19, 2020-21, 2021-22 along with the copies of Income Tax Returns.
- 1.3.3 The bidder should have a service support center in Kerala. Full address and contact details of same may be provided with the tender.
- 1.3.4 The Bidder should have a net worth of a minimum of Rs.2 Crore each assets for the preceding years i.e., for 2019-20, 2020-21, 2021-22 (This should be supported by the Annual Report of the Company for the 3 preceding financial years.)
- 1.3.5 The bidder should possess and enclose the valid ISO 9000 certificates along with the bid.
- 1.3.6 If the bidder is an authorized dealer; should have the dealership for at least 03 (Three) continuous consecutive years with same OEM. Last Three years agreement copy from the OEM and bidder has to submitted
- 1.3.7 The bidder /OEM must have adequate experience in providing DMR (Digital Mobile Radio) and Microwave Link Solution systems. The Bidder/OEM should have executed / implemented similar projects having at least one order of a minimum of Rs.2 Crore/ Or Two orders of Rs.3 Crore in any of the three preceding financial years in any State /Central Govt. in India. The Bidder should furnish project completion and installation certificate from end user/OEM.
- 1.3.8 The bidder should submit the interoperability certificate provided by DMR association.
- 1.3.9 The Bidder/ OEM should possess the valid Dealer Possession License for the wireless equipments from the Wireless Planning & Coordination (WPC), Ministry of Communications & IT, Govt. of India and copy of the same should be furnished. The bidder should have to submit the copy of valid DPL provided by Wireless Planning & Coordination (WPC), Ministry of Communications & IT, Govt. of India.
- 1.3.10 Offered product OEM/Bidder should have own registered office presence in India for at least 5 years in India to ensure prompt service, warranty, and support after sales. OEMs whose product is quoted/offered should have their own state of the art service center in India to offer prompt after sales service support of equipments is an added advantage. Purchaser reserves the right to inspect the service center prior to the price bid opening. Proof of Registered office and service center details should be enclosed with Bid.
- 1.3.11 The bidder should have valid PAN and GST registration. Copy of the GST/Service Tax registration certificate of OEM or any other valid document/registration certificate issued by State/Central Government department as proof of having the office (with

address) of OEM for the last 5 years in India.

- 1.3.12 The bidder should be an authorized AMC provider of the manufacturer. Last 3 years Dealer Possession License (DPL) and copy of same has to be submitted.
- 1.3.13 The OEM/bidder should not have been debarred/blacklisted by any State/Central Government organizations. Undertaking to that effect has to be submitted by the bidder.
- 1.3.14 Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. (All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- 1.3.15 One bidder cannot represent two suppliers/OEM or quotes on their behalf in a particular tender.
- 1.3.16 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 1.3.17 Joint ventures or Consortium of two or more registered firms are not permitted.
- 1.3.18 Complete details with address of the OEM / Dealer should be enclosed with the bid
- 1.3.19 The bidder shall provide certificate from the manufacturer, support for backup engineering, maintenance and spare parts. The OEM /bidder should ensure support for at least 10 years for the products quoted by them.
- 1.3.20 The Bidder should also give an undertaking in the form of an affidavit that the System/Software supplied by the vendor is genuine and does not contain/ used or any refurbished parts.
- 1.3.21 The contract shall not be sub-contracted.
- 1.3.22 The Bidder has to submit a Warranty Certificate along with invoices.
- 1.3.23 The bidder should give training and provide relevant materials on their own cost to the staff of MVD at Thiruvananthapuram and Palakkad whenever required.
- 1.3.24 Successful bidder should process the Operating License each year for the entire contract period from Wireless Planning & Coordination (WPC) Wing, Government of India on behalf of Kerala Motor Vehicles Department. License fee to WPC, Government of India will be borne by MVD.

1.3.25 The equipments offered shall pass the performance evaluation based on the demonstration of the product: The demo should be given on no cost no commitment basis at the purchaser discretion.

1.3.25.1 Demo should be given within fifteen(15) days from the date of opening of Technical bid.

1.3.25.2 The bidder has to arrange himself for all the requirements including Tx and Rx antennas with cables which are offered in the bid. The department will provide at least one static IP address, power, site and towers ,only for the demonstration purpose.

1.3.25.3 Below mentioned minimum items has to be arranged by the bidder himself.

- a) 2 repeaters with IP site connectivity hardware and software
- b) 2 base stations
- c) 2 mobile radios
- d) 6 Handheld Portable radios

1.3.26 For providing live demonstration of all the features, it is the responsibility of the bidder to bring sufficient quantity of Radios and Repeaters etc. as mentioned above.

Note: a)The bidder should demonstrate all the technical parameters and digital features along with IP connectivity for inter site operation.

b) The bidder should furnish the test certificates of any Govt. accredited lab or National Accreditation Board for Testing and Calibration Laboratories (NABL) approved laboratory or International Corporation approved laboratory for the DMR equipments offered in the tender.

1.3.27 The bidder should also produce OEM test certificates for the offered DMR Radios.

1.3.28 The firm should give demonstration of their equipment with the technical specification as above for field performance and evaluation after opening of the Technical Bid. These items will be returned to the firms after the finalization of the tender.

1.3.29 The bidder should provide 3 years warranty for the equipment and undertaking letter has to be submitted.

1.3.30 The OEM/bidder should furnish the information supported by certificate from clients.

1.4 Cost of Bidding

- 1.4.1 The bidder shall bear all costs associated with the preparation & submission of bids and site visits, and the Employer will in no case be responsible or liable for those costs, regardless of the conductor outcome of the bidding process.
- 1.4.2 The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). However, a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.

1.5 Site Visit

- 1.5.1 The bidder is advised to visit and examine the Site of installation and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the bidder's own expense.
- 1.5.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.6 Getting information from web portal

- 1.6.1 All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.
- 1.6.2 All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
- 1.6.3 The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

2 Bidding Documents

2.1 Content of Bidding Documents

The bidding documents shall consist of the following unless otherwise specified

- a) Notice Inviting Tender (NIT)
- b) Instructions to Bidders
- c) General and special conditions of contract
- d) Technical specifications
- e) Form of Bid, Appendix to Bid, Preliminary agreement format
- f) List of priced Bill of supplies.

- 2.1.1 The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
- 2.1.2 The bidder is expected to examine carefully all instructions, Conditions of Contract, Contract Data, Forms, Terms, Technical Specifications, List of items, Annexure and Drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidder's own risk.

2.2 Clarification of Bidding Documents

- 2.2.1 A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tender Inviting Authority on any working day between 10 am and 5 pm.
- 2.2.2 In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum in pursuance to clause 2.3.3 of this bid document.

2.3 Amendment to bidding documents

- 2.3.1 Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addenda.
- 2.3.2 Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.
- 2.3.3 If the addendum thus published does involve major changes in the scope of work, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking into account the addendum published.

3 Preparation of Bids

3.1 Language of the Bid: All documents relating to the bid shall be in the English language.

3.2 Documents Comprising the Bid :

3.2.1 The online bid submitted by the bidder shall comprise the following

- a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
- b) Online payment of bid submission fee as detailed in the e-tender web site.
- c) Bid Security payment details.
- d) Copy of authorization Certificate by OEM duly attested.
- e) Duly signed preliminary agreement.
- f) Priced Bill of supplies.
- g) Certificate of Registration issued under the Companies Act
- h) IT return for 3 years
- i) Audited Balance sheet for 3 years
- j) Agreement with OEM for last 3 years
- k) Project completion and installation certificates for the last 3 years
- l) Government works executed details for the last 3 years
- m) Contact details of OEM/ Service support center/ Registered offices
- n) DPL provided by Wireless Planning & Coordination (WPC), Ministry of Communications & IT, Govt. of India.
- o) ISO 9000- certificate
- p) PAN
- q) GST registration certificate
- r) History of Black list / debar
- s) Interoperability certificate provided by DMR associations.
- t) Any other documents required to submit as per this bid documents for evaluating the technical / price bid.

3.2.2 The relevant specifications and BIS/IS codes shall be considered as part of this bid documents though individual copies are not attached along with the bid documents.

3.2.3 Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

3.3 Bid Prices

3.3.1 The Bidder shall bid for the whole items as described in the Bill of supplies.

3.3.2 The rates quoted by the Bidder shall include cost of all materials and conveyance, labour charges, hire charges, overheads and all incidental charges for

execution of the contract. The rate quoted shall also include all statutory taxes as on the date of submission of the tender and such taxes shall be paid by the bidder.

3.3.3 GST, turnover tax or any other tax applicable shall be payable by the Contractor in respect of this contract and Government will not entertain any claim whatsoever in respect of the same.

3.3.4 All taxes, royalty, octroi and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price. The bid prices shall also cater for any change in tax pattern during the tenure of supply.

3.4 Currencies of Bid and Payment: -

3.4.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

3.5 Bid Validity

3.5.1 Bid shall remain valid for the period of 180 (One hundred and eighty) days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

3.5.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.6 in all respects.

3.6 Bid Security

3.6.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice Inviting Tender (NIT). For e-tenders, Bidders shall remit the Bid Security using the online payment option of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website www.etenders.kerala.gov.in for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Security is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation.

3.6.2 MVD/NIC/SBI/KSITM shall not be responsible for any kind of delay in payment status confirmation.

3.6.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 3.6.4 The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 3.6.5 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Guarantee and signed the Agreement.
- 3.6.6 Waiving of Bid Security is allowed in respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process.
- 3.6.7 The Bid Security may be forfeited:
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
 - b) if any modification is effected to the tender documents or
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; or
 - ii. Furnish the required Performance Guarantee or
 - iii. If the bidder fails to convince the Employer about the reasonability of his bid prices in the case of an unbalanced bid.
 - d) In such cases the work shall be re arranged by at the risk and cost of the bidder.
 - e) The Bid Security deposited with the Employer will not carry any interest.

3.7 Bid submission fee

- 3.7.1 For e tenders, the mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. For e tenders, Bidders shall remit the Tender fee using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" section of e-Procurement website www.etenders.kerala.gov.in for State Bank of India or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Submission Fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. MVD/NIC/SBI/KSITM shall not be responsible for any kind of delay in payment status confirmation.
- 3.7.2 Any bid not accompanied by the Tender Fee as notified shall be rejected by the Employer as nonresponsive.
- 3.7.3 Bid Fee remitted will not be refunded.

3.8 Alterations and additions

- 3.8.1 The bid shall contain no alterations or additions, except those to comply

with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or person signing the bid.

- 3.8.2 The bidder shall not attach any conditions of his own to the Bid. The Bid price must be based on the tender documents. The bidder is not required to present alternative options. Any bidder who fails to comply with this clause will be disqualified.

4 Submission of Bids

- 4.1 All documents of the Bid as required shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorized to sign on behalf of the Bidder.
- 4.2 In the event of the tender being submitted by a partnership firm, it must be signed by the lead partner holding a valid power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
- 4.3 The Bidder shall submit their bid online only through the e-GP web site of Kerala (www.etenders.kerala.gov.in) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Supplies file from the e tendering portal <http://www.etenders.kerala.gov.in>. The Bidder shall fill up the documents and submit the same online using their digital signature certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. The following scanned copies of documents are to be submitted online as required by the e tender portal.
- 4.3.1 Copy of confirmation of bid submission in the e-tenders portal.
- 4.3.2 Self-attested Copy of the bidder's valid authorization certificate by OEM item no-4 Part-V of this bid document in original.
- 4.3.3 Duly filled and signed copy of bid submission letter as per item no-1 Part- V of this bid document in original.
- 4.3.4 Duly filled and signed copy of preliminary agreement as per item no-3 Part-V of this bid document in original.
- 4.3.5 Duly filled and signed copy of Affidavit as per item no-6 Part-V of this bid document in original.
- 4.3.6 Duly filled and signed copy of requisition for e-payment form as per item no-8 Part-V of this bid document in original.
- 4.3.7 Online payment of bid submission fee as detailed in the e-tender web site.
- 4.3.8 Bid Security payment details.
- 4.3.9 Priced Bill of supplies form as per item no-9 Part-V of this bid document in original.
- 4.3.10 Certificate of Registration issued under the Companies Act
- 4.3.11 IT return for 3 years
- 4.3.12 Audited Balance sheet for 3 years

- 4.3.13 Agreement with OEM for last 3 years
- 4.3.14 Project completion and installation certificates for the last 3 years
- 4.3.15 Government works executed details for the last 3 years
- 4.3.16 Contact details of OEM/ Service support center/ Registered offices
- 4.3.17 DPL provided by Wireless Planning & Coordination (WPC), Ministry of Communications & IT, Govt. of India.
- 4.3.18 ISO 9000- certificate
- 4.3.19 PAN
- 4.3.20 GST registration certificate
- 4.3.21 History of Black list / debar
- 4.3.22 Interoperability certificate provided by DMR associations.
- 4.3.23 Any other documents required to submit as per this bid documents for evaluating the technical / price bid.
- 4.3.24 The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
- 4.3.25 In addition to the above, the bidder shall upload a complete set of bid document with NIT and sections from I to V using his digital signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.
- 4.3.26 Price bid

This shall contain only the duly filled lump sum rate and priced bill of supplies and shall be uploaded using the digital signature of the bidder in the e-tenders portal.

- 4.4 After the submission of bid online in the e-tenders portal, the hard copies of the following are to be submitted to the Tender Inviting Authority.

- 4.4.1 Copy of confirmation of bid submission in the e-tenders portal.
- 4.4.2 Self-attested Copy of the bidder's valid authorization certificate by OEM item no-4 Part- V of this bid document in original.
- 4.4.3 Duly filled and signed copy of bid submission letter as per item no-1 Part- V of this bid document in original.
- 4.4.4 Duly filled and signed copy of preliminary agreement as per item no-3 Part-V of this bid document in original.
- 4.4.5 Duly filled and signed copy of Affidavit as per item no-6 Part-V of this bid document in original.
- 4.4.6 Duly filled and signed copy of requisition for e-payment form as per item no-8 Part-V of this bid document in original.
- 4.4.7 Online payment of bid submission fee as detailed in the e-tender web site.
- 4.4.8 Bid Security payment details.

- 4.4.9 Priced Bill of supplies form as per item no-9 Part-V of this bid document in original.
- 4.4.10 Certificate of Registration issued under the Companies Act
- 4.4.11 IT return for 3 years
- 4.4.12 Audited Balance sheet for 3 years
- 4.4.13 Agreement with OEM for last 3 years
- 4.4.14 Project completion and installation certificates for the last 3 years
- 4.4.15 Government works executed details for the last 3 years
- 4.4.16 Contact details of OEM/ Service support center/ Registered offices
- 4.4.17 DPL provided by Wireless Planning & Coordination (WPC), Ministry of Communications & IT, Govt. of India.
- 4.4.18 ISO 9000- certificate
- 4.4.19 PAN
- 4.4.20 GST registration certificate
- 4.4.21 History of Black list / debar
- 4.4.22 Interoperability certificate provided by DMR associations.
- 4.4.23 Any other documents required to submit as per this bid documents for evaluating the technical / price bid.
- 4.5 This whole set of certificates and documents shall be send to the Tender Inviting Authority's office address(as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Tender Inviting Authority before the deadline of opening of bid. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the date of opening of bid.
- 4.6 The Price bid shall only be submitted through online. The Tender Inviting Authority shall open the price bid in the presence of bidders or their authorised representatives preferably on the last day of bid submission after the prescribed time for bid submission.
- 4.7 The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 4.8 Deadline for Submission of the Bids
 - 4.8.1 Bid shall be received only ONLINE on or before the date and time as notified inNIT.
 - 4.8.2 The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.
 - 4.8.3 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 4.9 Modification, Resubmission and Withdrawal of Bids
 - 4.9.1 Resubmission or modification of bid by the bidders for any number of timesbefore the

date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

4.9.2 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

4.9.3 The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

5 Bid Opening and Evaluation

5.1 Bid Opening

5.1.1 Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.

5.1.2 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.

5.1.3 In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day.

5.2 Confidentiality

5.2.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.

5.2.2 Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 9 of ITB and may result in the rejection of the Bidders' bid.

5.3 Clarification of Bids

5.3.1 To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

5.3.2 Subject to clause 5.3.1, no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing.

5.4 Examination of Bids, and Determination of Responsiveness

5.4.1 During the bid opening, the Tender Inviting Authority will determine for each Bid whether it meets the required registration class as

specified in the NIT; is accompanied by the required bid security, bid submission fee and the required documents and certificates.

5.4.2 A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one;

- a) which affects in any substantial way the scope, quality, or performance of the Works ;
- b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

5.4.3 If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.

5.4.4 Non submission of legible or required documents or evidences may render the bid non responsive.

5.4.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

5.4.6 Single tender shall not be opened in the first tender call.

5.5 Negotiation on Bids

The Tender Inviting Authority shall not resort to any negotiation on the Bid submitted by the responsive bidders. The rates quoted by the bidders are final and shall not be changed at any stage during evaluation and award of work.

6 Award of contract

6.1 Subject to Clause 5, the Agreement Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

6.2 In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, subjected to clause 3.6.7 of this section, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such cases, the work shall be re-tendered.

6.3 If the grand total quoted amount by a bidder is less than 75% (seventy-five percent) of the total estimated cost put to tender, then such bids will be processed based on the directions contained in Government order GO(P) No-124/2016/Fin dated 29-8-2016 or any subsequent modifications thereof. If two or more bidders quote the same lowest amount, the Tender Inviting Authority shall finalize the tender through a transparent draw of lots. The Tender Inviting Authority along with his subordinate officers and the contractors who have quoted the lowest and equal amounts in their bids (or contractor's authorized representatives) shall be present during the draw of lots.

6.4 The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

6.5 Employer's Right to Accept any Bid and to Reject any or all Bids

6.5.1 Notwithstanding Clause 6.1 to 6.4, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the 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 the Tender Inviting Authority's action.

6.6 Notification of Award and Signing of Agreement

6.6.1 The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects, if any of the Works by the Contractor as prescribed by the Contract.

6.6.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 7, within 14 (fourteen) days of issue of letter of acceptance.

6.6.3 If the successful bidder fails to furnish the required Performance Guarantee as detailed in clause 7 of this section and enter into contract, within the above stipulated time, further ten days time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the Contract Price as per his quote amount subject to a minimum of Rs.1000 and maximum of Rs.25, 000. This fine shall be remitted in a State Treasury in the respective head of account and the original treasury challan shall be submitted at the office of the Agreement Authority before executing agreement

6.6.4 Upon the furnishing by the successful Bidder of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

6.6.5 Solicitor's fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder.

7 Performance Guarantee and Performance Security Deposit

7.1 The bidder whose tender is accepted shall be required to furnish the following

7.1.1 Performance Guarantee to be submitted before executing agreement and Performance Guarantee to be submitted at the award of contract should be 5% of Contract amount and should be submitted within 14 (fourteen) days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the following form

- 7.1.2 Performance Security Deposit to be recovered from invoice.
- 7.2 Performance Guarantee in the form of bank guarantee. Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document.
- 7.2.1 Bank Guarantee shall be unconditional and it shall be from any Nationalized Bank/Scheduled Bank to be submitted before executing agreement and shall be valid till 28 (twenty-eight) days after the completion of warranty period, in approved format.
- 7.2.2 The Bank Guarantee on instalment basis with lesser period of validity shall not be accepted.
- 7.3 After the submission of Performance Guarantee and its acceptance the Bid Security will be refunded to the successful bidder.
- 7.4 Performance Security Deposit shall be deducted at 2.5% from advance bills if any. Total of performance Security Deposit is 5% of contract amount (agreed PAC)
- 7.5 The above Guarantee amounts shall be payable to the Employer without any condition whatsoever.
- 7.6 The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- The successful bidder guarantees the successful and satisfactory completion of the works under the contract, as per the specifications and documents.
 - The successful bidder further guarantees that the equipments provided and installed by him shall be free from all defects in material and workmanship and shall, upon written notice from the Agreement Authority or the Officer, fully remedy free of expenses to the Employer, such defects as developed under the normal use of the said equipments within the period of warranty specified in the Conditions of Contract.
- 7.7 The Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents.
- 7.8 The Performance Bank Guarantee submitted in the form of Bank Guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of warranty period.
- 7.9 Performance Security Deposit shall bear no interest and can be released against bank guarantee on its accumulation of a minimum amount of Rs. 5 lakhs subject to the condition that the amount of Bank guarantee except the last one shall not be less than Rs. 5 lakhs. This amount will be released after contract period
- 7.10 Failure of the successful Bidder to comply with the requirements of sub-clause 7.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 8 First tier Quality Control Tests

Primary responsibility of maintaining quality of all items of work as per specifications and

standards vests with the contractor. The contractor shall carry out all Quality Control tests at his own expense and submit it along with the bills submitted for payment.

9 Corrupt or Fraudulent Practices

9.1 It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

9.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

9.1.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

9.1.3 "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

9.1.4 "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

9.2 The Employer will reject a bid, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

10 Forms and declarations

Various forms and formats for declarations to be submitted by the Bidder for Bid submission are included in the Part-V- FORMS. Bidders are requested to fill in the required forms and declarations and submit the same with their bids both online and in hard copy.

PartII- GENERALCONDITIONSOFCONTRACT

1. Definitions

- 1.1. Employer means Government of Kerala on whose behalf the Work is taken up for execution. Employer will carry out its functions and obligations through officers who have been delegated powers.
- 1.2. Accepting Authority/Agreement Authority means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer.
- 1.3. Technical Sanction Authority means the competent Departmental Officer who has issued the technical sanction for the Work.
- 1.4. Contract is the agreement between the Agreement Authority and the selected Bidder to execute, complete and maintain the work.
- 1.5. Contractor means person or persons or firms who have entered into contract for the execution of the work subject to the eligibility conditions of the NIT.
- 1.6. Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the contract.
- 1.7. Contract Data defines the documents and other information which comprise the contract.
- 1.8. Bid or Tender means the Contractor's priced offer to the Employer for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of Contract.
- 1.9. Bill of materials means the priced and completed Bill of Quantities forming part of the bid.
- 1.10. Specification means the instructions, provisions, conditions and detailed requirements contained in the tender documents which form part of the contract and any modification or addition made or approved by the Accepting Authority.
- 1.11. Drawings means all drawings, calculations and technical information related to the Work provided by employer time to time to the Contractor under the Contract.
- 1.12. Letter of Acceptance or selection notice means intimation issued by the Accepting Authority as formal acceptance of Bid by the Employer.
- 1.13. Time of completion means the period allowed for completing all works related to the Work including carrying out and passing the required quality control tests.

- 1.14. Date of completion shall be the date of issue of virtual completion certificate. The virtual completion certificate shall be issued by the employer within 15 days of the final commissioning and shall specify the work has been completed satisfactorily by the contractor and taken over by the Department. In case of defects liability period the works shall be finally taken over after completion of defects liability period.
- 1.15. A Defect is any part of the work not completed in accordance with the contract.
- 1.16. Defects Liability Period is the period named in the contract data and calculated from the date of completion.
- 1.17. Works are what the Contract requires the contractor to supply, install and run over to the Employer as defined in Contract Data.
- 1.18. Days are calendar days, months are calendar months.
- 1.19. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - a. Bureau of Indian Standards. If Indian Standards are not available British Standards or AASHTO Standards are to be followed.
 - b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the Contract.
 - c. Any other laws, rules, regulations and Acts applicable in India with respect to labour, safety, compensation, insurance etc.
- 1.20. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- 1.21. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- 1.22. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Contract Act, and failing that in the General Clauses Act.
- 1.23. "Government Approvals" shall mean all permits, licenses, authorizations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the Work.

2. Scope, extent, intent etc

- 2.1. Scope: The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates and other Contract Documents.

- 2.2. Extent: The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, and everything else necessary for the proper execution and completion of the Work in accordance with the Contract Documents and to the satisfaction of the Officer-in charge. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub- Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.
- 2.3. Intent: The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards as are applicable.

3. SITE

- 3.1. Contractor to satisfy himself about site conditions: The Contractor ensures that before submitting bids for the Work the Contractor has visited the Site and satisfied himself about the Site conditions. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation and progress, and completion of the Works. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.

4. Nature of contract

- 4.1. The Contract shall be Lumpsum Contract wherein the rates are for the finished work as per the Contract Documents. The estimated cost is tentative based on the estimated quantities. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the lump sum rate. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, Licence fees etc under this contract and all applicable taxes including the GST, duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including Employee State Insurance and Provident Funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include expenses for the Contractor's site establishment, infrastructure, overheads & profits, first tier quality control tests, expenses for all rectifications including that necessitated as a result of bad quality and all other charges required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and according to the best engineering practices and to the satisfaction of the Officer-in-charge.

5. Notices, Fees, Byelaws, Regulations, etc

5.1. The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, equipments supply, and installation activities are concerned,.

5.2. The contractor is bound to follow relevant Kerala State Government orders, circulars, etc prevailing at the time of contract connected to the execution of the work under the contract even though specific reference to these are not provided elsewhere in the contract conditions.

6. Licenses and permits

6.1. The Contractor shall directly obtain all licenses and permits on behalf of motor vehicles department for the operation of wireless communication devices under Government control.

7. Contract documents

7.1. The following documents shall constitute the Contract documents:

- a. Articles of Agreement,
- b. Notice Inviting Tender
- c. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of Contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
- d. Conditions of Contract, including general terms and conditions, instructions to bidders, additional terms and conditions, technical terms and conditions, special conditions, if any etc. forming part of the Agreement,
- e. Specifications, where it is part of Tender Documents,
- f. Scope of works/Bill of quantities/schedule of works/quantities and
- g. Contract Drawings and finalized work programme.
- h. Any other documents submitted with the bid or agreement.

7.2. After acceptance of Tender the Contractor shall be deemed to have carefully examined all Contract documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Agreement Authority in writing in order that such doubt may be removed. The Agreement Authority will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Employer shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract.

7.3. The Contractor shall enter into a Contract Agreement with the Agreement Authority within 14 (fourteen) working days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Agreement Authority. The date of dispatch of Letter of Acceptance by registered post shall be the date of Acceptance of Tender. The performance Guarantee for the proper fulfilment of the Contract shall be furnished by the contractor in the prescribed form within fourteen (14) days of 'Acceptance of Tender'. The performance Guarantee shall be as per terms prescribed in the clause 7 of "Instructions to Bidders" of this Tender.

- 7.4. The agreement, unless otherwise agreed to, shall be signed within 14(fourteen) working days from the date of Acceptance of Tender, at the office of the Agreement Authority on a date and time to be mutually agreed. The Contractor shall provide required details for signing of the contract like, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time as specified in clause 6.6.3 of section Instructions to Bidders, the Bid Security or EMD submitted with the tender will have to be extended accordingly.
- 7.5. After the signing of the agreement with the Agreement Authority and the Contractor, two certified copies of the agreement are to be made. Original shall be kept with the Agreement Authority and the Contractor shall be provided with one certified copy. None of these documents shall be used for any purpose other than this Contract and the Contractor shall ensure that all persons employed for this Contract strictly adhere to this.
- 7.6. The laws applicable to this Contract shall be the laws in force in India.
8. Assignment and subletting of contract
- 8.1. The Contractor shall not assign this Contract. The Contractor shall not sub-let the Contract or any part thereof other than for supply of consumables. Suppliers of the equipment not identified in the Contract or any change in the identified supplier shall be subject to approval by the Officer. The experience list of such equipment vendors under consideration by the Contractor for this Contract shall be furnished to the employer for approval prior to procurement of all such items/equipments. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval of Officer-in-Charge shall be void.
9. Patent rights and royalties
- 9.1. Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringement and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Employer will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the Employer, the right to continue use of

said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

10. Variation in quantity

- 10.1. The Employer/Officer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The Contractor is bound to execute such varied quantities of work at his quoted price up to an extent of 25% in excess of the agreed quantity or quantities. In case of variation over 25% in excess of the agreed quantity, the department reserves the right to arrange such works through a separate contract. Negotiation shall be made with original contractor to revise the rate for the additional quantity in excess of 25% of the agreed quantity and in no case the revised rate shall be more than the market rate at the time of initiating the proposal for revision of rate as recommended by the Officer-in charge. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Officer.

11. Deductions from contract price

- 11.1. All costs, damages or expenses, which the Employer may have paid, for which under the Contract the Contractor is liable, will be claimed by the Employer. The Officer-in charge shall deduct the amount, from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Employer of such claims.

12. Insurance

- 12.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance covers in two parts, i.e. (a) from the start date to the completion date, and (b) for the Defect Liability/ warranty period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a. loss of or damage to the Works,
 - b. loss of or damage to Equipment;
 - c. loss of or damage of property in connection with the Contract;
 - d. Workman compensation policy to cover personal injury or death.
- 12.2. Policies and Certificates for insurance shall be delivered by the Contractor to the Officer's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 12.3. If the Contractor does not provide any of the policies and certificates required, the Officer-in charge may effect the insurance which the Contractor should have provided and recover any such premiums which the Employer has paid from the payments so otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 12.4. Alterations to the terms of insurance shall not be made without the approval of

the Employer.

12.5. Both parties shall comply with any conditions of the insurance policies.

12.6. Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable. The Contractor shall provide to the Officer-in-Charge all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contractor's completion of defects liability / warranty period and any extensions thereof. The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Employer and Officer-in-charge resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Employer and Officer-in-charge including their employees, officers, servants, agents and any other person moving in the premises, accordingly.

12.7. Unlimited liability: In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Employer and Officer-in-Charge including their employees, officers, servants, agents and any other person moving in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in anyway from the Work.

12.8. All insurance claims, payable by the insurers, shall be paid to the Employer which shall be released to the Contractor in instalments as may be certified by the Officer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers

13. Liability for accidents and damages

13.1. Under the Contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the Contract.

14. Time of Completion

14.1. Time is the essence of the contract. The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of agreement. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Tendering authority

after the receipt of letter of acceptance or selection notice. The approved work programme shall be made as part of the Contract agreement. The Contractor shall comply with this time schedule. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

- 14.2. Completion Period: The Date of commencement will be the date of site handover or the 10th day after agreement whichever is earlier. The Milestone dates shall be those specified in the Contract Data or as mutually discussed and agreed. In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Employer, liquidated damages as specified in Clause 15 of General Conditions of Contract. In addition to his own work in the overall time period, the Contractor shall provide for the works of other Sub-contractors and Vendors, including those employed directly by the Employer / Officer-in-Charge.
- 14.3. It shall be deemed that the contractor has taken over charge of the site on the tenth day from the date of agreement irrespective of whether he has received the acknowledgement by post or has resubmitted it with his signature. The work will be terminated at his risk and cost if the contractor does not commence the work.
- 14.4. Recovery towards risk and cost will be made from the performance guarantee, if the contractor does not turn up to take charge of the site within the time prescribed under 14.3, he shall be demoted to a lower category as per the rules for registration of contractors.
- 14.5. The work shall be carried out in accordance with the programme submitted by the contractor and agreed to by the Agreement Authority at the time of executing agreement and updated subsequently with the approval of the Agreement Authority.

15. Liquidated damages (LD)

- 15.1. If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.
- 15.2. The Agreement Authority, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion as per clause-19. In the event of extension granted being with Liquidated Damages, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to @ 1(one) percent of the contract price per week of delay or part thereof.
- 15.3. If the contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion,

the Employer may release the already levied liquidated damages at his sole discretion.

- 15.4. The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.
 - 15.5. The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed timeframe, shall be entitled to terminate the contract.
 - 15.6. In the event of such termination of the contract as described in clauses 15.4 and 15.5 or both, the Employer, shall be entitled to recover Liquidated Damages up to ten percent (10%) of the contract value and forfeit the Performance Guarantee and Security Deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.
 - 15.7. The Employer may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.
16. Bonus for timely Completion - NIL
17. Contractor's default
- 17.1. If the Contractor neglects to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Officer in connection with the works or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Agreement Authority shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Agreement Authority shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part thereof and in that event the Agreement Authority shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Agreement Authority shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be plus a fine of 20 percent of the value of work so carried out. If the cost of completing the works or executing a part thereof as aforesaid plus a fine of 20 percent of the value of work so carried out shall exceed the balance due to the

Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed. In addition, such action by the Agreement Authority as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the Contract including Defects Liability Period.

- 17.2. If the Contractor fails to complete the work and the agreement is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the Contract and that too after alternative arrangements to complete the work has been made.

18. Delays by Employer or his authorized agent

- 18.1. In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the employer shall be final. The reasons for such delays shall be recorded in the hindrance register as per clause 19.2 and shall be certified by the Field Officers in charge of the work.
- 18.2. Any delay in finalization of mutual agreement in regard to any of the Contractor's claim against any act of omission on the part of the Employer or his authorized agents should not result in any work stoppage/further delay on the part of the Contractor.

19. Extension of time of completion

- 19.1. On happening of any events causing delay as stated hereinafter, the Contractor shall intimate immediately in writing to the Officer-in-charge:
- a. Due to any reasons defined as Force Majeure.
 - b. Non-availability of stores which are the responsibility of the Employer to supply.
 - c. Non-availability or breakdown of tools and plant to be made available by the Employer.
 - d. Inclement weather conditions
 - e. delay on the part of the Contractor's or tradesmen engaged by the Employer not forming part of the Contract, holding up further progress of the work.
 - f. Any other causes which, at the sole discretion of the Employer is beyond the control of the Contractor.

- 19.2. A "Hindrance Register" shall be maintained by the Departmental Officer to record the various hindrances, as mentioned under item 19.1 above, encountered during the course of execution. The entries made in hindrance register are to be approved by the Officer in charge. Contractor is permitted to sign the register and record his remarks.
- 19.3. The Contractor may request the Agreement Authority in writing for extension of time within 14 (fourteen) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Agreement Authority may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor in writing by the Agreement Authority through the Officer-in-charge within one month of the date of receipt of such request. The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Officer-in-charge. Related entries in the hindrance registers shall also to be submitted along with the request for extension.
- 19.4. When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Contractor or the Employer or the both. The extension will have to be by both party's agreement, expressed or implied.
- 19.5. In case the Contractor does not apply for grant of extension of time within 07 (Seven) days of hindrance occurring in execution of the work and the Employer wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Officer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Officer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Employer's right to levy compensation under the relevant clause of Contract.

20. Termination, suspension, cancellation & foreclosure of contract

- 20.1. The Agreement Authority shall, in addition to other remedial steps to be taken as provided in the conditions of Contract, be entitled to cancel the Contract in full or in part, if the Contractor
- makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-in-charge, then on the expiry of the period as specified in the notice, or
 - commits default/breach in complying with any of the terms and conditions of

the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-in charge, then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing, or

- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority, then on the expiry of the period as may be specified by the Officer-in-charge in a notice in writing, or
 - d. shall offer or give or agree to give any person in the service of the Employer or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for an act or acts of favour in relation to the obtaining or execution of this or any other Contract for the Employer, or
 - e. shall try to obtain a Contract from the Employer by way of ring Tendering or other non-bona fide method of competitive Tendering, or
 - f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.
- 20.2. The Agreement Authority shall in such an event give fifteen (15) days notice in writing to the Contractor informing his decision to do so.
- 20.3. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable effort to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.
- 20.4. The Contract shall stand terminated under the following circumstances unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract and the Employer shall in any way not be liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the Termination of the contract
- a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of

his creditors amounting to proceedings for liquidation or composition under any insolvency act.

- b. In the case of the Contractor being a employer, its affairs are under liquidation either by a resolution passed by the employer or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the Employer, if any.
- c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

- d. On the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Employer is not satisfied that the legal representative of the deceased proprietor or the other surviving

partners of the partnership concern are capable of carrying out and completing the Contract. The decision of the Agreement Authority in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- e. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract the Agreement Authority shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Agreement Authority that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

20.5. On cancellation or on termination of the Contract, the Officer-in-charge shall have powers

- a. to take possession of the site, equipment, implements, stores, etc. thereon.

- b. to carry out the incomplete work by any means at the risk of the defaulted Contractor.
- c. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Employer after giving credit for the value of the work executed by the Contractor up to the time of termination/cancellation less on account payments made till date and value of Contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
- d. to recover the amount determined as above, if any, from any moneys due to the Contractor or any account or under any other Contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Employer shall not however arise in the case of termination of the Contract for death/demise of the Contractor as stated in clause 20.4 (d).
- e. The inventory of up to date work and balance stores at site, plant/machineries, equipments and any other property of contractor utilized for the work shall be taken on charge by the Department after combined survey with the Contractor or his authorized representative. If Contractor or his authorized representative is not appearing for combined survey after one week of giving notice, inventory shall be prepared by the Department in his absence and the Contractor is bound to accept the same.
- f. During the currency of execution of work, contractor shall not remove his resources without prior permission of Officer-in-charge.
- g. Additionally, the Employer will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.

20.6. Suspension of work

The Employer shall have power to suspend the progress of the work or any part thereof and the Officer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Agreement Authority equal to the period of such suspension plus an additional time period of 25% of the suspension period or 30 days whichever is less. Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the work will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Officer. The Employer shall not be responsible for any liabilities

if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the Performance Security Deposit and other dues of this work or any other work done under this Employer shall be forfeited and brought under the absolute disposal of the Employer provided, that the amount so forfeited shall not exceed 10% of the contract value.

20.7. Foreclosure of Contract in full or in part - If at any time after acceptance of the Bid, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever the Employer, through its Officer-in-charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work,

- a. The Contractor shall, if required by the Officer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable in terms of the contract, the Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.
- b. If the progress of the work or of any portion of the work is unsatisfactory, the Officer-in-Charge, after giving the contractor 15 (fifteen) days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Officer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable.

21. Now a waiver of rights

- 21.1. Neither the inspection by the Employer or the Officer or Officer's Representatives or any of their officials, employees or agents nor any order by the Employer or the Officer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Employer or the Officer, nor any extension of time, nor any possession taken by the Officer, inspection by Chief Technical Examiner or his authorized representatives and mandatory waiting period for inspection by CTE wing etc shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

22. Certificate not to affect right of Employer and liability of contractor

- 22.1. No interim payment certificate of the Officer, nor any sum paid on account, by the Employer, nor any extension of time for execution of the works granted by the Officer shall affect or prejudice the rights of the Employer against the Contractor

or relieve the Contractor of his obligations for the due performance of the Contract, or
be interpreted as approval of the work done or of the equipment furnished and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Officer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the Employer, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Employer

23. Gifts and commissions etc.

23.1. Any gift, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer/Officer-in charge shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Contractor under the Contract.

24. Language and measures

24.1. All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the Contract. Measurements, quantities, prices or rates and amounts shall have two digit precision.

25. Release of information

25.1. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the work under this Contract, or description of the site, dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the Employer.

26. Completion of contract

26.1. Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of contract period

27. Enforcement of terms

27.1. The failure of either party to enforce at any time of the provisions of this Contract any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

28. Officer's decision

- 28.1. In respect of all matters which are left to the decision of the Officer including the granting or withholding of the certificates, the Officer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 28.2. If in the opinion of the Contractor, a decision made by the Officer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Officer within 15 (fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Officer's decision and the decision shall become final and binding.
- 28.3. The Officer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Officer as rendered shall be promptly observed.

29. Co-operation with other Contractors, Consultants & Engineers

- 29.1. The Contractor shall co-operate with the Employer's other Contractors, Consultants and consulting Engineers, if employed in the site, and freely exchange with them such technical information as is necessary for the satisfactory execution of works.

30. Variations or additions

- 30.1. No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as "Variation") under the Contract as detailed in the Contract documents, shall be made by the Contractor except as directed in writing by the Officer, but the Officer shall have full power subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the Contract documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Officer thereof in writing and the Officer shall decide forthwith, whether or not the same shall be carried out and if the Officer confirms his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.
- 30.2. In the event of the Officer requiring any variation, such reasonable and proper notices shall be given to the Contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 30.3. In any case in which the Contractor has received instructions from the Officer as to

the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than ten (10) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Officer to that effect. But the Officer shall not become liable for the payment of any charges in respect of any such variations, unless the specifications of the same shall be confirmed in writing by the Officer.

- 30.4. If any variation in the works, results in reduction of Contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 30.5. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Officer shall prevail.
- 30.6. Notwithstanding anything stated above in this clause, the Officer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract, to vary the quantities of the items or groups of items. The Contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Contract documents. However, the Contract price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

31. Replacement of defective parts and materials

- 31.1. If during the progress of the work the Officer shall decide and inform in writing to the Contractor, that any part of work or materials used therein is unsound or imperfect or has furnished any work inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh materials up to the standards of the specifications.
- 31.2. In case the Contractor fails to do so, the Officer may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the work or materials so complained of and, at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the Contract which the Employer may otherwise have in respect of such defects and deficiencies.
- 31.3. The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Employer of the extra cost, of such replacement procured, including erection, as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Employer for such replacements and the Contract price portion for such defective work and repayments of any sum paid by the Employer to

the Contractor in respect of such defective work. Should the Employer not so replace the defective work or materials, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Employer under the Contract for such defective works or works using the defective materials.

32. Defense of suits

- 32.1. If any action in court is brought against the Employer or Officer or an officer or agent of the Employer for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Officer and/or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

33. Limitation of liabilities

- 33.1. The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payments shall be made only at the end of contract period and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on account payments.

34. Taxes, Permits & Licenses

- 34.1. The Contractor shall be liable and pay all taxes, duties, levies, royalties etc. lawfully assessed against the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property. This clause shall be read in conjunction with clause 3.3 of section Instruction to Bidders.

35. Payments

- 35.1. The payment to the Contractor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified herein. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the Contractor of all his liabilities under this contract and also after issue of Completion Certificate by the Agreement Authority.
- 35.2. All payments under the Contract shall be in Indian Rupees only.
- 35.3. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Officer-in-Charge relating to

the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Officer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

35.4. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

35.5. The Contractor will be required to produce income-tax and sales tax clearance certificates before the final payment and release of Performance Security Deposits.

36. Method of measurement and Bill Preparation:

36.1. The bills shall be certified by the Departmental officers as per the procedure

37. Programme chart/milestones:

37.1. The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor, the Contractor shall pay the Employer liquidated damages as per clause 15 of GCC. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Agreement authority well in advance of completion dates.

38. Penalty/ fine for non-compliance of safety codes & labour laws:

38.1. If the Officer-in-Charge notifies the Contractor of non-compliance with safety codes as in labour laws etc. Contractor shall immediately if so directed or in any event not more than 10 (ten) hours after receipt of such notice, make all reasonable effort to correct such non-compliance and to ensure that there is no recurrence of such non-compliance.

39. Guarantees:

39.1. The Contractor understands and agrees that the Officer-in-Charge is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that :-

- a. The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.

- b. The Contractor is and will be responsible to the Officer-in-Charge for the acts and omissions of his Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work on behalf of the Contractor.
- c. Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and his Sub-Contractors for Defects Liability Period from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise shall be the extent of length of such guarantee period

39.2. The Contractor represents, warrants and guarantees to Officer, inter alia that:

- a. The execution of the Work shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
- b. The Work shall comply with the Specifications, Drawings, and other Contract Documents and that quality standards
- c. The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the Work shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
- d. The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
- e. The Work performed for the Officer-in-Charge shall be free from all liens, charges, claims of whatsoever nature from any party other than the Officer-in-Charge.

40. Defects liability:

40.1. The Defect Liability Period shall be as mentioned in the ITB.

40.2. Maintenance by contractor during defects liability period: All defective items of work and defects noticed and brought to the attention of the Contractor by the Officer in writing during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Officer-in-Charge.

41. Final completion of the work:

41.1. The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the Work in accordance with clause above, to the satisfaction of the Officer-in-Charge,

and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Agreement Authority has certified in writing that the Work are finally complete. Such Final Completion in respect of those parts of the Work, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

42. Taking over of the works

- 42.1. The Contractor shall be responsible to maintain all his work till completion of the Defects Liability Period and to hand over the work to the employer. In this regard the works would be jointly inspected by a team comprising of representatives of Contractor and the Officer-in-Charge, for noting any discrepancy, defect, shortcomings. Within the time periods specified by the Officer-in-Charge the Contractor shall rectify, correct or replace the defective works so noted during the joint inspection, at his own cost to the satisfaction of the Officer-in-Charge. On acceptance of the Contractor's work, the contractor shall prepare the inventory of his works, and hand over the Work & the inventory to the Assistant Officer.
- 42.2. On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Officer-in-Charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidental thereof incurred by the Officer-in-Charge shall be recovered from the Contractor's payments or from any amounts due to the Contractor.
- 42.3. Subject to clause 42 of this section, upon the issue of virtual completion certificate, the Officer may take over the completed work for intended use. Such taking over of the works prior to completion of the Defects Liability Period by the Officer shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period.
- 42.4. On removal of all the defects and handing over upon successful completion of the Defects Liability Period by the Contractor, the Officer-in-Charge shall issue the Final Completion Certificate to the contractor and the Defects Liability Period shall be deemed to be complete.

43. Force majeure

- 43.1. Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:
 - a. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
 - b. Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 43.2. Provided either party shall within fifteen (15) days from the occurrence of such

each shall notify the other in writing of such causes.

- a. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such force majeure condition.
 - b. For delays arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to causes of Force Majeure and neither Employer nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
 - c. If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of the bid he will categorically specify them in the bid and state whether they have been taken into consideration in their bids.
- 43.3. The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

44. Intellectual property rights:

- 44.1. All communications, whether written or oral, including but not limited to this Contract, its Annexure, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Employer unless otherwise agreed in writing _____ and _____ must be given to the Employer upon request, but in any event all such materials shall be delivered to the Officer-in-Charge upon termination/expiry of this Contract.
- 44.2. The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Employer) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Officer-in-Charge or acquired or developed in the course of the Work _____ or _____ this

Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, products specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorised officials of the Employer. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub-Contractor or consultant to work on this Work, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.

44.3. The Contractor shall not, without the Officer-in-Charge's prior consent:

- a. Take any photographs or videos of the Work (or any part thereof) for use other than in connection with carrying out and completion of the Work;
- b. Write for publication, or cause, information or comment or pictures about the Work;
- c. Supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Work; and
- d. Give interviews to the press including television, radio print and the like regarding the Work or the Contractor's involvement in the Work.

44.4. Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports and other communication to the Officer/Employer.

44.5. The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Work to any person without the prior written consent of the Officer-in-Charge except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.

45. Governing law:

45.1. The governing Law of the Contract shall be Indian law.

46. Standards of conduct:

46.1. The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Employer / Officer-in-Charge. The Employer / Officer-in-Charge will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

46.2. Compliance with Laws, Rules and Regulations: Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:

- a. It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building/road constructions, environmental, safety of persons and property, Employee State Insurance, workmen compensation, Provident Fund and applicable industrial/labour laws, and land development laws, rules and regulations.
- b. No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- c. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- d. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Employer other than in accordance with the Employer's applicable policies; and
- e. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to the Officer-in-Charge or the negotiation of this Contract.
- f. It will also comply with all rules and regulations of the Employer which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Officer-in-Charge, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

47. Warranty as to documents submitted to Employer audit:

- 47.1. The Contractor represents that all documents, including invoice, vouchers, financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Officer-in-Charge in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Officer-in-Charge, the Contractor agrees to cooperate fully with the Officer-in-Charge and the field Officers in the conduct of a Technical Audit for the Work by an independent agency entrusted by the Agreement Authority. The Contractor accepts that the contract / work shall be subject to the technical audit by an independent technical auditor appointed by the Agreement Authority to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies /

professionals, whose reports/assessments shall be final and binding. Contractor shall fulfill the requirements as per the auditor's assessments at his own cost within the time stipulated by the Officer-in-Charge.

48. Changes in Contractor's constitution:

- 48.1. Where the contractor is a Partnership, prior approval in writing shall be obtained from the Officer-in-Charge before changes are made in the constitution of any partnership.
- 48.2. Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Agreement authority shall likewise be obtained before the Contractor enters into any partnership agreement in which the partnership would have the right to carry out the work previously to be undertaken by the Contractor.
- 48.3. If such written prior approval is not obtained by the Contractor, appropriate actions shall be taken by the Agreement authority as per the contract terms and conditions.

49. Grounds for withholding payments:

- 49.1. The Officer-in-Charge may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Employer from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

50. Settlement of disputes

- 50.1. Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the Employer and the Contractor within the purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is _____ situated, _____ or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.

PartIII- SPECIALCONDITIONSOFCONTRACT

1. General

- 1.1. The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract and General Store Purchase Manual for the state of Kerala. If there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

1.2. Warranty / Maintenance

The onsite warranty period shall be Three (3) years, from the date of commissioning, including parts and labor. Annual Maintenance Contract (AMC) for next two years after the offered warranty shall be provided for the total system. This shall cover all related electronic and electrical hard ware and accessories. The software shall come with life time Warranty. Technical Manpower support during the Warranty period and the AMC period (3+2 years) from the date of commissioning of the system shall be provided.

1.3. Communication regarding award of contract and acceptance:-

Communication regarding the award of contract will be sent to the successful bidder from the Office of the Transport Commissioner by e-mail (tcoffice.mvd@kerala.gov.in) and by registered post. Receipt of this communication shall be acknowledged by the recipient in return. The date of e-mail will be treated as the date of communication. On receipt of the above communication the bidder shall execute the agreement with the Department in prescribed format and shall submit a performance bank guarantee of 5% of the contract value, from any nationalized bank for the tenure of the contract (5 years) within 15 days from the date of communication.

The Tenderer should also submit the RF Survey report and RF coverage Plots with Communication network plan before signing the agreement. This will form the part of the contract.

1.4. Period of contract and Service Level Monitoring

The contract shall be for a period of 5 years including 3 year warranty Annual Maintenance for 2 years after the warranty. The equipment and all accessories shall be covered by on-site comprehensive warranty and back to back support from the OEM for a minimum period of 10 years. Processing of Operating License from Wireless Planning & Coordination (WPC) Wing, Government of India and supply and commissioning of equipments shall be completed within 150 days from the date of signing the agreement. Service Level Monitoring shall start after the commissioning of the work.

1.5. Payments

Payments will be made on completion of the delivery, acceptance, and installation and commissioning of equipments on site. The payment will be made against the invoices raised. Invoice should be accompanied with copy of delivery challans and a certificate in form provided in Part-V. Release of advance payments if any before commissioning of the equipment will be on the sole discretion of the Transport Commissioner. The payment will be released after deducting Security Deposit (5%) and TDS as per the specified norms. Final payments will be made only on production of the tax clearance certificates relating to GST

and Income tax.

- 1.6. Tenderer shall provide certificate from manufacturer to support for back-up engineering, maintenance and spare parts for a minimum period of 10 years from the date of commissioning. OEM shall also certify that the latest version of equipment and spare parts will be supplied for this work.
- 1.7. The successful bidder shall engage a single point of contact for co-ordination during the entire contract period
- 1.8. The contractor shall test the supplied equipments on random basis as and when required by the department; to ensure that the supplied items have conformity to the technical specifications. When the purchaser decides to conduct such tests, all reasonable facilities and assistance like Testing Instruments and other tests gadgets including access to drawings shall be provided by the contractor at his own cost. The venue of the test will be decided by the Department. The Transport Commissioner is vested with the right to reject any equipment, if it is found to be not in conformity with the technical specifications, in such case the supplier shall substitute the equipment with the specified technical specification at his own expenses.
- 1.9. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court of competent jurisdiction in Thiruvananthapuram.
- 1.10. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated and set off against any claim of the Transport Commissioner the Government arising out of any other contract made by the contractor with the Transport Commissioner or the Government
- 1.11. No representation for enhancement of rates once accepted will be considered. The prices quoted should be inclusive of all customs/Excise, GST, service tax, taxes, Cess, etc., which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
- 1.12. All disputes or differences whatsoever arising during the period of contract shall be settled by mutual consultation by the signatories or their designated nominees. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then depending on the position of the case, either party may give notice to the other party of its intention to commence arbitration as hereinafter provided. Arbitration proceedings may be followed in accordance with the provisions of Arbitration and Conciliation Act, 1996. An award passed by the Arbitrator will be final and binding and may be a condition precedent for either party to resort to any proceedings before any court of Law. The Arbitration shall be conducted in Thiruvananthapuram and proceedings shall be in English Language. The Court in Thiruvananthapuram only shall have jurisdiction to deal with the cases.
- 1.13. During the technical evaluation, the tendering authority may seek more clarification/ details from any or all of the tenders, if it felt necessary.
- 1.14. The price bid of technically qualified tenderers only will be opened and the lowest bidder will be awarded the work after fulfilling all the requirements.
- 1.15. The Motor Vehicles Department reserves the right to increase / decrease the final quantity to

be ordered without changing the unit price offered by the bidder. The e-tenders submitted without fulfilling the conditions as stated above will be summarily rejected.

- 1.16. Kerala Motor Vehicles Department may install licensed versions of standard or custom made application software for equipment procured under this contract. Such installations will not vitiate the commitment of the contractor in warranty and AMC.
- 1.17. If required by the Kerala Motor Vehicles Department the components, at the time of delivery, should be demonstrated to the department for ensuring the conformity with specification for acceptance.
- 1.18. Motor Vehicles Department have an arrangement with Excise department for sharing the repeater stations at Thiruvananthapuram and Palakkad Districts. The Bidder shall ensure carpet coverage for seamless wireless communication on MVD offices, Premises of government offices, National Highways, State High Ways, District Major roads, all other roads, including border posts inside the revenue Districts of Thiruvananthapuram and Palakkad. So vendor should conduct a proper survey to ascertain the required locations of repeater towers stations and quote for the additional items if required .The additional repeater towersif required shall be suitably located on anygovernment building or the premises of the government offices. Power connection from KSEB for the additional repeater towers shall be arranged by the bidder.
- 1.19. If any additional items requiredto ensure the seamless carpet connectivityover and above the items provided in Bill of Materials, the bidder shall quote the actual quantity and price for each additional items.
- 1.20. If any of the items or services included in the bill of materials submitted with the bid is supplied by the Motor Vehicles Department during the execution of the contract, Cost of the same shall be deducted from the contractor's invoice.
- 1.21. The bidder shall submit the schematic diagram of all items with locations in a manner to showhow the carpet connectivity is ensured.
- 1.22. A Pre-Bid Meeting will be held at the office of Transport Commissionerate before the date of Technical Bid evaluation.
- 1.23. Penalty Clauses: During the warranty/AMC period, the qualified firm shall maintain the system and submit monthly performance report to the department. Any defect in the equipment after the supply, installation and commissioning of the project has to be rectified within 24 hours. Rectification after 24 hours will entail penalty as follows.
 - a) Cost of the defective equipment.
 - b) Number of defective equipment. (Including but not limited to dependent parts, linked discrete parts, subscriber equipment etc.)
 - c) Total cost of the defect realized by the department = $a \times b$

Penalty will be levied at a cost of 0.25% of the amount in C per week, if the defect is not rectified within 24 hours, for every week delay.
 - d) In case of parts which have spares (critical spares) supplied by the qualified firms, the defective part shall be replaced with the spares. Penalty with be levied at a cost of 0.25% of

the cost of the spare per week up to replacement, if the spare is not replaced within 48 hours,

- e) In case of failure in the microwave link the same shall be rectified within 24 hours. This includes links which have redundancy also. Any rectification after 24 of the defective links will entail penalty at a cost of 0.25% of the combined cost of Radios and antennas in the microwave network per week at both the ends till its rectification.
- f) In case of power source failure, the defective equipment in the power backup system including battery charger, UPS and any other power backup equipment shall be replaced by the qualified firm with 24 hours, failing which 0.25 % cost of the failed equipment per week of delay shall be recovered as penalty till its rectification.
- g) In case of failure of the discrete components in the project like towers, shelter, connectors, earthing devices, surge and lightning protection system etc. provided by the qualified firm, shall be rectified within 48 hours. Failing of rectification will entail penalty at the rate of 0.25% of the cost of the defective equipment per week
- h) In case of any defects/bugs/crash in software installed in the DMR system (Dispatcher, voice logger, operating system and other software etc.) the same shall be viewed as defect of the connected equipment on the whole and penalty shall be charged at the rate of 0.25% of the cost of the connected equipment per week of delay in rectification after 24 hours.
- i) Defects in subscriber equipment shall be rectified within 48 hours failing which will entail penalty at the rate of 0.25% of the cost of the defective subscriber equipment per week.
- j) The requested feature in the DMR system (limited to the tender features) after installation may require modifications. The requested features shall be modified/enabled/disabled expeditiously within 24 hours failing which 0.1% of the security deposit will be levied as penalty per week

PartIV-TECHNICALSPECIFICATIONS

TECHNICALSPECIFICATIONSANDREQUIREMENTS

1. The specifications stated here are for all items are the minimum configuration required. Vendors can offer higher configuration. The cost evaluation will be made on the basis of the minimum configuration specified in the tender form.
2. Once approved by the MVD, no further change in specification will be allowed. However, due to technology up-gradation or non-availability of the items already approved, higher configuration may be accepted without compromising the minimum configuration specified in this tender document. Any deviation from finalized specification shall be with the approval of the competent authority i.e. the Transport Commissioner.
3. Compatibility: - The components as per technical specifications above are to work together compatibly interconnected. The equipment should be capable of working in networked environment with other equipment in the MVD.

A. SPECIFICATION FOR DIGITAL 50W REPEATER VHF HIGH BAND

Sl. No.	Item	Requirements as per Specification
1.	GENERAL	
1.1	Frequency Range	136MHz to 174MHz, Full Band
1.2	No. of Channels	50 or more
1.3	Channel Spacing	25/12.5KHz or better
1.4	Frequency Stability	±0.5 PPM or better
1.5	Operating Selection	Analog or digital in standalone & compatible with analog/existing digital radios.
1.6	Protocol & Technology	ETSI Compliant DMR Tier-II Digital TDMA technology, upgradable to DMR Tier III
1.7	Type of Emission (Modulation)	Analog: 11K0F3E, Digital: 4FSK or equivalent technique complying to open standard / nonproprietary Digital protocol as defined by an international standards body like ETSI / FCC etc.,
1.8	Weight	Less than 10Kg.
1.9	Dimensions	Compact not more than 2RU
1.10	Type of Operation	Dedicated Repeater mode
1.11	Repeater configuration / programming Facility	PC programmable with USB
1.12	Power Source / Operating Voltage (Operational Power Source, but items are not required for existing repeater stations)	<ol style="list-style-type: none"> 100-240 Volts AC, 48-60Hz 11.0 to 14.4 Volts DC, 8hrs power supply back up with Inbuilt Battery. Built-in Battery charger 12V, 2.5Amps Maximum Current consumption on AC input supply. Standby : 250mA, Transmit -1A There should be provision to shift automatically on DC supply during mains failure and when mains supply restored, it should be shifted on mains from DC supply

1.13	Communication Interface	2NOs Ethernetport up to IPV6 connectivity
1.14	AntennaImpedance	50Ohm
1.15	DutyCycle	100%with45/50W
1.16	DisplayIndicator	• Transmissionofboth slots
		• Receivingofbothslots
		• Ethernetlinkstatus
		• Digital/Analogoperation
		• Alarm:Minor/Major
		• PowerACorDCOperation.
1.17	Protection	i. ReversePolarity Protection
		ii. ProtectionagainststhighVSWR
2	TRANSMITTER	
2.1	RFPowerOutput	1-50 W(Programmable/ selectable)
2.2	FM HumNoise	-40dB@ 12.5kHz orbetter
2.3	Modulation Limiting	±2.5kHz@12.5 kHz
2.4	AdjacentChannel Power	-60dB @12.5kHzorbetter
2.5	Conducted/Radiated Emission	-36dBm<1GHz/-30dBm>1GHz
2.6	Audioresponse	TIA603C
2.7	DigitalVocoder	AMBE+2
2.8	4FSKDigital Modulation	12.5kHzdataonly7K60F1D& 7K60FXD
2.9	FMModulation	12.5kHz11KOF3E
2.10	DigitalProtocol	ETSITS102361-1-2-3
2.11	AudioDistortion	Lessthan3%
3	RECEIVER	
3.1	Sensitivity	a) Analogue-0.30µVfor12dBSINADorbetter b) Digital - 0.30 µV @ 5 % BER (BitErrorRate) or better
3.2	Selectivity (AdjacentChannel)	65dB@12.5khz
3.3	Hum& Noise	-45dB@12.5khzorbetter
3.4	InterModulation	75dBorbetter
3.5	SpuriousRejection	90dB orbetter
3.6	ConductedSpurious	-57dB

	Emission	
3.7	AudioResponse	+1,-3dB
3.8	RatedAudio Distortion	Lessthan3%(Typical)
4	ENVIRONMENTALSPECIFICATIONS	
4.1	Operating TemperatureRange	-30° C to+60° C
4.2	Humiditymaximum	RH95%@50° Cnon-condensing
5	OPERATIONAL MODE	
5.1	ModeofOperation	RepeatershouldoperateinAnalogand DigitalMode.
6	DUPLEXER	
6.1	Duplexer	50WduplexerShouldsuppliedwithRepeaterandrequired cablesand connectors.
7	REPEATER ACCESSCONTROL	
7.1	Repeater accesscontrol	Repeater should capable of accesscode validation of subscribers andrepeater should have facility to denyaccessofblacklistsubscriberrangeto preventun- authorizedaccess.
8	NETWORKING	
8.1	Networking	It should be capable to support IP siteconnects. Repeater should be suppliedwith wide area connectivity and itshould support multi RF channels withdynamic channel allocation facility todifferentgroupsin multirepeaters environment on same site and alsocontrolothersitesforwideareacalls.
9	ALARMS FORDIAGNOSISREPEATER	
9.1	Alarms fordiagnosisrepeater	• RxAlarm
		• Fan Alarm
		• PowerSystemAlarm
		• Temp.Alarm
		• Tx PowerAlarm
		• VSWRArm
10	INTERFACES	
10.1	Interfaces	EthernetPortRJ-45toprovide wideareaIPConnectivityforVoiceanddata

11	ACCESSORIES	
11.1	Battery Cable and mounting	Battery Cable and repeater mounting
11.2	Antenna	6 dB or better Omni Fiber radio Antenna with 50 Meters RF cable low-loss coaxial copper cable for repeater and Lighting Protection Unit (LPU) has to provide as per requirement
11.3	Literature	i. User manual with each Radios should be provided at free of cost in soft as well as hard copy ii. Technical manual with complete connection diagram with lay out etc., should be provide as per users requirement in soft and hard copy
11.4	Programing Kit & Software	All necessary Radio Programing Software and hardware required for set, to be provided as per user's requirement

B. SPECIFICATION FOR DIGITAL STATIC / MOBILE TRANS RECEIVER VHF HIGH BAND BASE STATION

Sl. No	SPECIFICATION	
1	GENERAL	
1.1	Frequency Range	136-174 MHz Full Band
1.2	Duplex Spacing	5 MHz for 136-174 MHz Band
1.3	TDMA	2 – Slot
1.4	Operation Modes	DMR Tier II upgradable to Tier III
1.5	Type of operation	Simplex, Semi-Duplex, Press to talk
1.6	Emission	Analog-11K0F3E, Digital–Nonproprietary (7K60FXE, 7K60F1D, 7K60FXD, 7K60FXW)
1.7	Number of Channel	1000 or better
1.8	Channel Spacing	12.5 kHz or better
1.9	Number of contacts (individual/group call numbers)	1000 or better
1.10	Operating Voltage	11.25 VDC
1.11	Frequency Stability	±1.5 PPM or better
1.12	Antenna Impedance	50Ω
1.13	Weight	Less than 2 Kg
1.14	EMI/EMC	ETSI EN 301 489-1 & ETSI 301 489-5

1.15	Display	Multifunctional Alphanumeric with Backlight
1.16	Protection	Reverse Polarity and High VSWR
1.17	Communication Interface	Ethernet/USB/RS232 and Bluetooth & Wi-Fi
1.18	Compatibility	With Analog and Existing Digital Radios
1.19	Encryption	256 bit AES Encryption, Programmable key management facility
1.20	Handset(Mic)	DTMF wired mic (additional Wi-Fi or Bluetooth (Class 1) Handset as mentioned in accessory list)
2	TRANSMITTER	
2.1	RF Power Output	Minimum 25 W Programmable/ Selectable for all bands
2.2	Digital Modulation	4FSK DMR Tier II upgradable to Tier III
2.3	Signaling system	2 Tone/ 5 tone or DTMF
2.3	Modulation Deviation	± 2.5 kHz at 12.5 kHz/ ± 5.0 kHz@25kHz
2.4	FM Hum & Noise	-40dB@12.5 kHz, -45dB@25kHz or better
2.5	Adjacent Channel Power	-60dB@12.5kHz / 70dB@25kHz or better
2.6	Audio Response	+1, -3dB as per TIA603D
2.7	Audio Distortion	Less than 3%
2.8	Digital Vocoder	AMBE +2
3	RECIEVER	
3.1	Sensitivity (Analog)	0.30 μ V(12 dB SINAD) or better
3.2	Sensitivity (Digital)	0.30 μ V at 5% BER or better
3.3	Adjacent Chanel Selectivity	50 dB or@12.5 KHz or better as per TIA603D
3.4	Inter-modulation	78dB or better as per TIA603D
3.5	Audio Output	Minimum 3 W internal speaker or more
3.6	Audio Distortion	Less than 3%
3.7	Audio Response	+1, -3dB as per TIA603D
4	GPS	
4.1	Time to first fix cold Start	< 60s
4.2	Time to first fix hot Start	< 10s
4.3	Horizontal accuracy	< 5 Meter
5	ENVIRONMENTALSPECIFICATIONS	
5.1	Operating Temperature	-30°C to + 55°C
5.2	Storage Temperature	-40°C to + 70°C
5.3	Humidity	95% Max. at +40°C non-condensing
5.4	Vibration	MIL-STD-810 F/G
5.5	Shock & Drop	MIL-STD-810 F/G
5.6	Water intrusion & Dust	MIL-STD-810 F/G & IP-54
5.7	Salt	MIL-STD-810 F/G
5.8	Rain	MIL-STD-810 F/G
5.9	Low Pressure	MIL-STD-810 F/G
6	ACCESSORIES	
6.1	Operating Manual	Hardcopy, one for each Radio
6.2	Mounting Kit	Mounting Kit for mobile/static installations
6.3	Additional Handset (Mic with	Wi-Fi or Bluetooth (Class 1) DTMF Handset with clip with

	speaker)	a minimum range of 75 meters or better with suitable charging facility.
6.4	Battery cable	Length 3 meters with suitable fuse
6.5	Programming Interface and software	All necessary Radio programming hardware, cables, connectors Radio programming, software
6.6	GPS Antenna	Provide GPS Antenna for Mobile stations
6.7	Type of Antenna for vehicle mobile radio	3 dB or better Tapered Whip Antenna with suitable connector, 3 meter co-axial cable and mounting bracket of stainless steel
6.8	Auxiliary Battery for Electric Vehicles (EV) with external charger wiring and frame	12 V 65 Ah SMF Lead Acid battery or Better battery, wiring and frame as per the schematic diagram provided by Tata motors (Attached here). External Battery charger for charging auxiliary battery and a 15 Amps AC power point to be provided at each charging point of EV. A charging cables with charge protector for emergency charging of the Auxiliary Battery in EV from its'12 V auxiliary power socket 'shall be provided in each EV.
6.7	Accessories for static base Station	6 dB or better VHF Fiber radome Original Antennas with suitable mounting "SS' clamps, ½" Helix RG213 Rgflex Copper cable (50 meters) with end connectors , GI pipe (minimum of 6 m length) with Triangular base and stay wire, 15 Amps Power supply with charge controller and 150 ah Sealed Maintenance free Exide/ Amaron/ Bosch Battery, Lighting Protection Unit (LPU) and Patch Cord for base station
6.8	Programing Kit & Software	All necessary Radio Programing Software and hardware required for set, to be provided as per user's requirement
6.9	Literature	<ol style="list-style-type: none"> 1. User manual with each radio should be provided at free of cost in soft as well as hard copy 2. Technical manual with complete connection diagram with lay out etc., should be provide as per users requirement in soft and hard copy

7. FEATURES

7.1	Caller ID Display	Should be available
7.2	Busy channel lockout	Should be available
7.3	Scan with priority	Should be available
7.4	Signal Strength Indicator	RSSI-Received signal strength indicator bat or digital read out.
7.5	Integrated Bluetooth	Radio should have in built in Wi-Fi /Bluetooth for sharing radi configuration for programming and communication.
7.6	Transmitter Time Out Timer (TOT) Operation	The time should programmed to best suit the application.
7.7	LCD Display	Should be available.
7.8	Mode of Calls	Selective call, Group call facilities.

7.9	Remote radio Kill/Stun/Revive Facility	Should be available
7.10	Mode of operation	Radio should operate in analog mode and digital mode.
7.11	Emergency Button	Allow a user to obtain help in critical situation.
7.12	SMS Text Message Facility	Should be capable of sending pre-defined messages and short and long data messages.
7.13	Radio Programming Facility	Front panel programming with password protection or PC Programming. PC Programmable using USB programming cable and also without programming cable through Bluetooth.
7.14	GPS	Inbuilt GPS System with TTFF (Hot Start) <10 sec horizontal less than 5 meters. For Displaying the GPS data on map at the dispatcher computer monitor (above 42")
7.15	Networking	Should IP based for automatic roaming etc., and radio should support multi-site multi repeater.
7.16	Repeater Access Control	Radio should have capability of programming access key to prevent unauthorized access of repeaters.
7.17	Text to Voice Announcement (Optional)	Radio should be capable of converting text to voice announcement for ease of operation.
7.18	Other features	<ul style="list-style-type: none"> a. Alpha numeric list of 256 users for sending SMS and for selective calling. b. Alpha Numeric Channel alias. c. Alpha Numeric PTT ID alias. d. Facility to assign network access code, CTCSS/DCS. e. Call alert f. Talk around. g. Emergency call. h. Late entry. i. Externally accessible accessory connector (for connecting programming kit, repeater interface, data interface, etc.). j. Automatic Number Identification (ANI) k. Simultaneous voice and data transmission. <p>Simultaneous functioning of two different groups through single carrier in digital mode through repeater.</p>

C. SPECIFICATION FOR DMR -TDMA and LTE/ PoC RADIO HANDHELD TRANS RECEIVER (WALKIE-TALKIE) VHF HIGH BAND.

Sl. No	SPECIFICATION	
1	Frequency Range VHF	136-174 MHz Band
2	Duplex Spacing	5 MHz for 136-174 MHz Band
3	TDMA	2 – Slot
4	Operation Modes	DMR Tier II Upgradable to Tire III
5	Number of Channel	1000 or better
6	Channel Spacing	12.5 kHz
7	Number of contacts (individual /group call numbers)	1000 or better
8	Antenna Impedance	50Ω
9	Display	Capacitive Touch Screen
10	Protection	Reverse Polarity and High VSWR
11	Communication Interface	USB, Bluetooth & Wi-Fi
12	Operating System	Android 8.1 or better
13	TDD-LTE	B40/B41
14	FDD-LTE	B1/B3/B5/B8
15	GSM	B3/B8
16	WCDMA	B1/B2/B5/B8
17	RF Power Output	Minimum 5 W for VHF band
18	Digital Modulation	4FSK DMR Tier II
19	Water intrusion & Dust	MIL-STD-810 G & IP-67
20	Camera	Front and Rear Camera 2 MP/ 8 MP or better
21	Battery	Capacity 2800 mAh or better along with BIS Certificate, Battery Life - Min. 16 Hrs.
22	Charger	12v/2A, Fast Charger
23	Accessories	Charger has to provide along with Radio. Suitable Clip for body wearing and Protection cover
24	Operating Manual	Hardcopy, one for each Radio
25	Interface	Wi-Fi & Bluetooth
26	GPS	Should be Available.

D. SPECIFICATION OF MICROWAVE RADIO LINK FOR DIGITAL REPEATER.

Sl. No	SPECIFICATION	
1	Frequency Range	2.4 GHz OR 5 GHz
2	Channel Width	5 10 20 40 MHz.
3	Ethernet Interfaced	10/100/1000 Base-T
4	Protocols Used	IPv4/IPv6 (Dual Stack), UDP, TCP, ICMP, SNMPv2c, NTP, STP, IGMP, SSH
5	Network Management	IPv4/IPv6, HTTPs, SNMPv2c, SSH
6	Encryption	128 bit AES (CCMP mode)
7	Antenna	Dish Antenna
8	Peak Gain	25 dBi
9	Surge Suppression	1 Joule Integrated
10	Input Voltage	10 to 30 V
11	Distance	40- 60 Km.
12	Accessories	Outdoor Data Radios, with Necessary External antennas 29 dBi,STP CAT-6e Cable, switches, Weather Proofing Kit, Antenna mounting clamps SS etc. to interconnect repeater sites

E. SPECIFICATION FOR SELF SUPPORTING TOWER

Sl. No	SPECIFICATION	
1	Type of the tower	Self-supported Triangular , minimum height of 18 Mtr .(Vendor has to decide max height as per RF survey for better connectivity)
2	Material Specification	MS Steel Galvanized
3	Strength	Strong enough to withstand a minimum cyclonic wind load of 180 Km/hour with mounted antennas. The material and weight of the tower will be designed accordingly. It should able hold the two persons at the top.
4	Accessories	The tower will be fitted with lightning arrester and aviation lights. Aviation light should have inbuilt automatic photo controller to switch on /Switch off the light depending on the visibility.
5	Life span of the tower	Minimum 15 years
6	Design of the foundation for the tower	The bidder shall work out detailed design of the foundation for the tower from all aspects, keeping in view the effects of local meteorological conditions like wind velocity, seismicity,

		temperature, saline weather etc. to ensure the safety of the tower. The tower, the angles, the brackets, nuts, bolts, etc should be galvanized or rust proof.
7	Earthing system	Earthing system should be built near the Tower and should have the resistance less than 3 Ohm.
8	Galvanization	Should be galvanized minimum 82 microns to avoid rusting.
9	Painting	Min 2 coats of White and Orange color (alternative)
10	Cabinet	Should provide Wall mounted IP 65 Rated Cabinets with fan to fix Repeaters and other accessories.
11	Power supply	<p>Bidder should arrange to get Power connection from KSEB in the name of MVD and provide 3 KVA UPS with Battery (with a minimum back up of 8 hrs.) for repeater and microwave, with all installation accessories</p> <ol style="list-style-type: none"> 1. 100-240 Volts AC, 48-60Hz 2. 11.0 to 14.4 Volts DC, 8hrs power supply back up with inbuilt Battery. 3. Built-in Battery charger 12V, 2.5Amps 4. Maximum Current consumption on AC input supply. <p>Standby : 250mA , Transmit -1A</p> <p>5. There should be provision to shift automatically on DC supply during mains failure and when mains supply restored, it should be shifted on mains from DC supply</p>

EXISTING REPEATER TOWER STATION DETAILS WITH TOWER LOCATIONS OF EXCISE DEPARTMENT

(Note: Motor Vehicles Department have an MOU with Excise department for sharing the repeater stations at following locations. The Bidder shall ensure carpet coverage for seamless wireless communication on MVD offices, Premises of government offices, National Highways, State High Ways, District Major roads, all other roads, including border posts inside the revenue Districts of Thiruvananthapuram and Palakkad. So vendor should conduct a proper survey to ascertain the required locations of repeater towers stations and quote for the additional items if required. The additional repeater towers if required shall be suitably located on any government building or the premises of the government offices. So vendor should conduct a proper survey to ascertain the required locations of repeater stations and quote for the additional items if required. The land/building for fixing repeater tower station if required will be arranged by MVD)

PALAKKAD DISTRICT (4 Nos)

Repeater Station Details

Station Category	Name of the Station	Location
Repeater	Repeater station 1	Excise Range Office Ottapalam, Mini Civil Station, Kanniampuram, Ottapalam
Repeater	Repeater station 2	Janmythri Excise Squad office 4MMQ+GM8, Kottathara, Kerala 678581
Repeater ★	Repeater station 3	Mini Civil Station, Alathur, Swati Junction 678541
Repeater	Repeater station 4	Excise office, Nelliampathy Nelliampathy Road , Sitargundu Estate, Kollengode South, Kerala

	678508
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★ Repeater Station 3 will be commissioned before commencement of the contract.

THIRUVANANTHAPURAM (4 Nos)

Repeater Station Details

Station Category	Name of the Station	Location
Repeater	Repeater station 1	Excise Head Quarters Nandavanam
Repeater	Repeater station 2	MMS Government Collage, Malayankeezhu
Repeater	Repeater station 3	Police Wireless Station, Ponmudi
Repeater	Repeater station 4	Excise office, Neyyattinkara

Note: - All these Repeater Stations will be commissioned before commencement of the contract

TOTAL EQUIPMENTS PROPOSED

THIRUVANANTHAPURAM

Sl. No	Name of the Office	Base Station	Vehicle Mount	Hand held	Remarks
1	O/o Transport Commissioner, Transport Commissionerate, 2nd Floor, Trans Towers , Vazhuthacaud, Thycaud P.O., Thiruvananthapuram- 695014	1	1	1	
2	O/o DTC - Deputy Transport Commissioner, South Zone, 8th Floor, B-Block, Civil Station, Kudappanakkunnu, Thiruvananthapuram - 695043	1	1	1	
3	O/o. Regional Transport Officer, 5th Floor, KSRTC Terminal, Thampanoor, TVM, 695023	1	3	4	
4	O/o. Regional Transport Officer, AMC 16/218(1), Avittam Complex, Mamam, Attingal PIN:695104	1	3	4	
5	O/o Regional Transport Officer , Nationalized Sector, Civil Station, Kudapanakunnu, Trivandrum	1		1	
6	O/o. Joint Regional Transport Officer, 3rd Floor, Revenue Tower, Nedumangadu, Trivandrum 695541	1	1	1	
7	O/o. Joint Regional Transport Officer, Mini Civil Station, Opp. Neyyattinkara Taluk Office, Trivandrum 695121	1	1	1	
8	O/o. Joint Regional Transport Officer, Mini Civil Station, Parassala, Trivandrum 695502	1	1	1	
9	O/o. Joint Regional Transport Officer, 2TC 3/1885/4, Vengal, Kattaikonam P.O Kazakootam 695584	1	1	1	
10	O/o. Joint Regional Transport Officer, Building number KP 17/ 89 B, Left side of employment exchange, Kulathummal, Kattakada	1	1	1	
11	O/o. Joint Regional Transport Officer, Varkala, Puthenchantha Varkala, 695141	1	1	1	

12	Dist. Control Room, Second Floor Transport Bhavan East Fort Trivandrum-695023	1	9	10	6 Electric Vehicles
	Total	12	23	27	

PALAKKAD DISTRICT

S I. No	Name of the Office	Base Station	Vehicle Mount	Hand held	Remarks
1	O/o. Regional Transport Officer, Civil Station, S Fort Rd, Kenathu- parambu, Kunathurmedu 678002	1	2	3	
2	O/o. Joint Regional Transport Officer, Mini Civil Station, Alathur, Swati Junction 678541	1	1	1	
3	O/o. Joint Regional Transport Officer, Mini Civil Station, Ottapalam	1	1	1	
4	O/o. Joint Regional Transport Officer, Mini Civil Station, Pattambi, 679303	1	1	1	
5	O/o. Joint Regional Transport Officer, Mini Civil Station, Chittur, palakkad-678101	1	1	1	
6	O/o. Joint Regional Transport Officer, Mini Civil Station Mannarkkad, 678541	1	1	1	
7	Dist. Control Room, Safe Kerala, Palakkad	1	6	7	5 Electric Vehicles
	Total	7	13	15	

Total

District	Base Station	Vehicle Mount	Handheld	Available Tower with Excise Dept.
Thiruvananthapuram	12	23	27	4
Palakkad	7	13	15	4
Grand Total	19	36	42	8

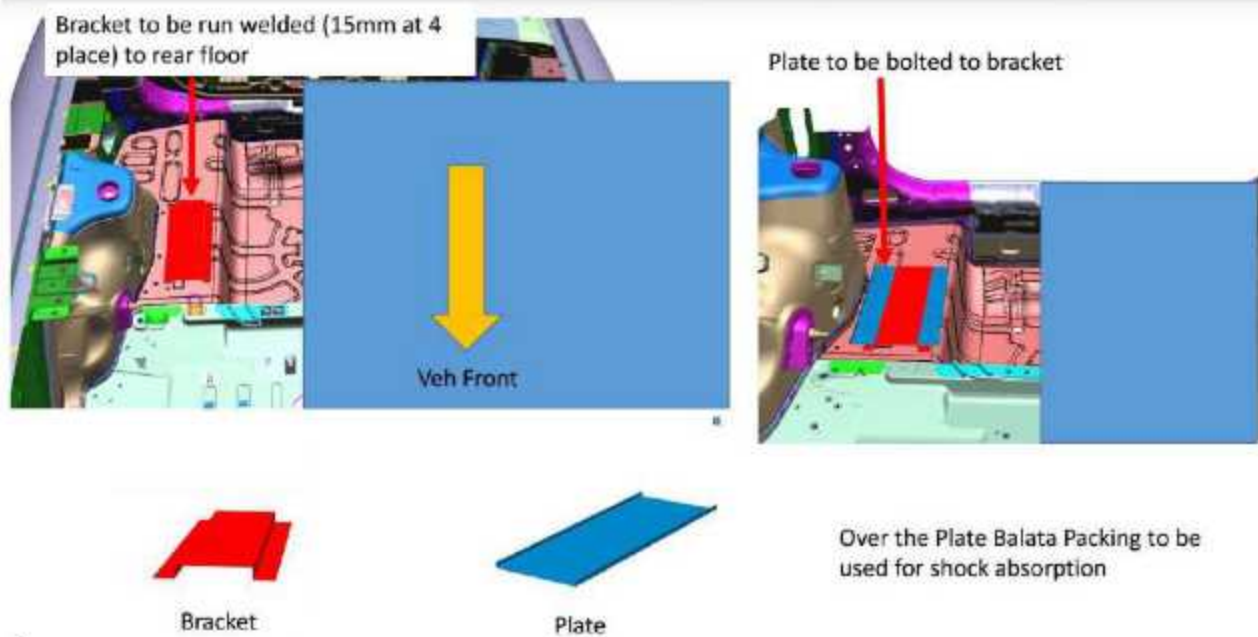
Note:

1. The infrastructure for EV vehicles would also include 12 V 65 Ah SMF Lead Acid battery or better battery, wiring and frame as per the systematic diagram by Tata motors. External Battery charger and 15 Amps AC power point has to be provided as per users requirements. Also provide emergency "Axillary Power Socket" charging facility from EV with charge protector
2. Additional Handset (Mic with speaker) for DIGITAL STATIC / MOBILE TRANS RECEIVER with Wi-Fi or Bluetooth (Class 1) DTMF Handset with clip with a minimum range of 75 meters or better with suitable charging

SCHEMATIC DIAGRAM FOR FIXING AUXILIARY BATTERY AND OTHER ACCESSORIES ON ELECTRIC VEHICLES PROVIDED BY TATA

TATA MOTORS
Connecting Aspirations

MVD- AUX bat Support



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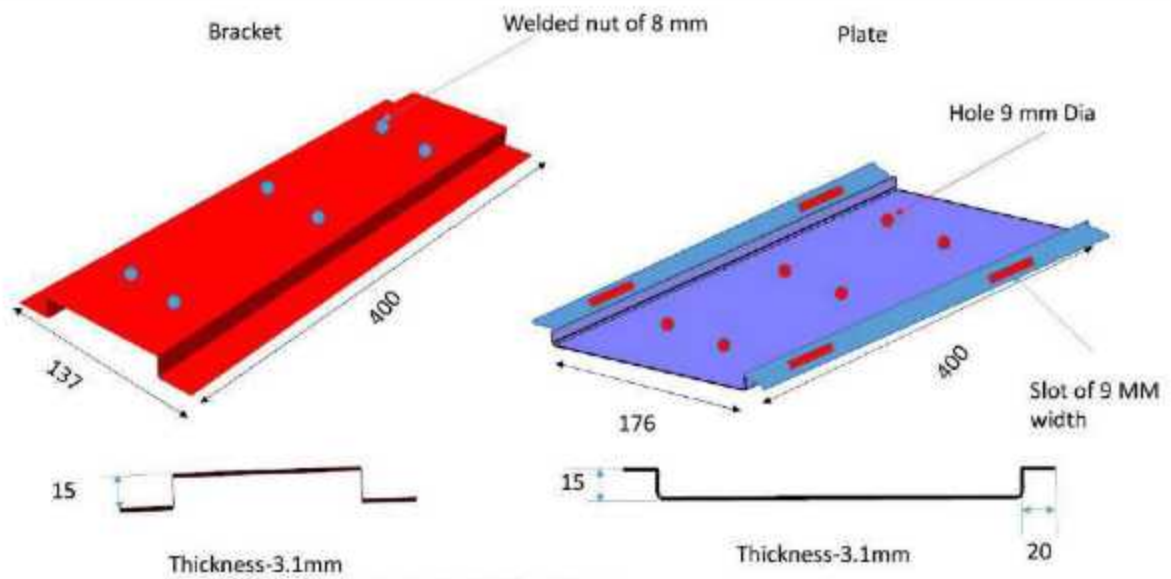


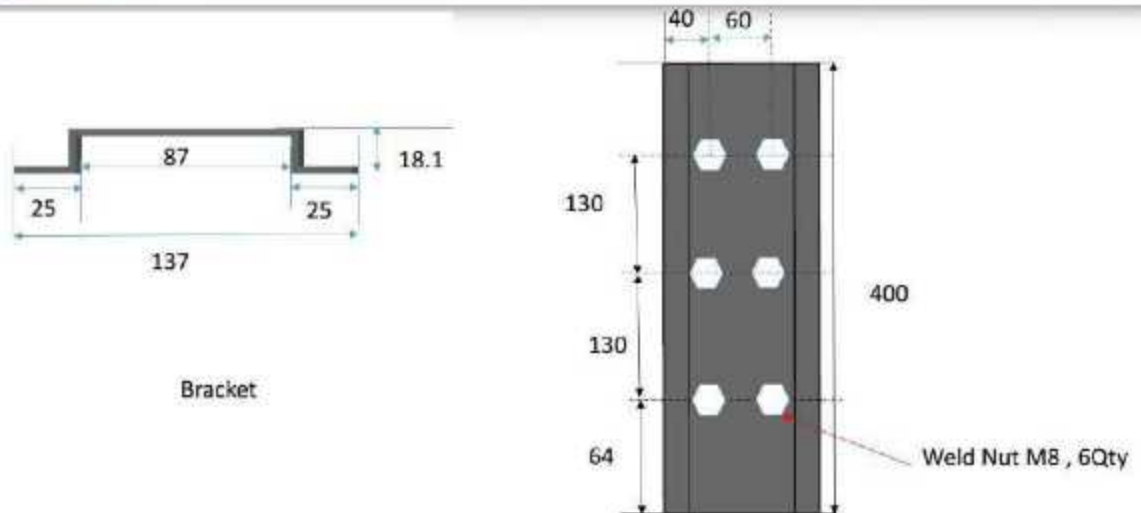
Plate to be mounted with 6 M8 weld nuts

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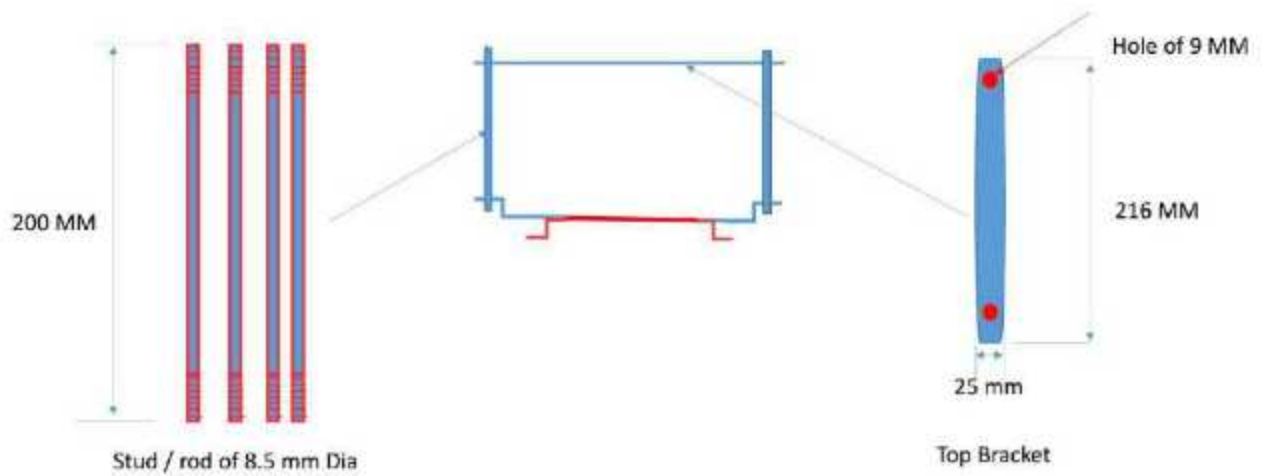
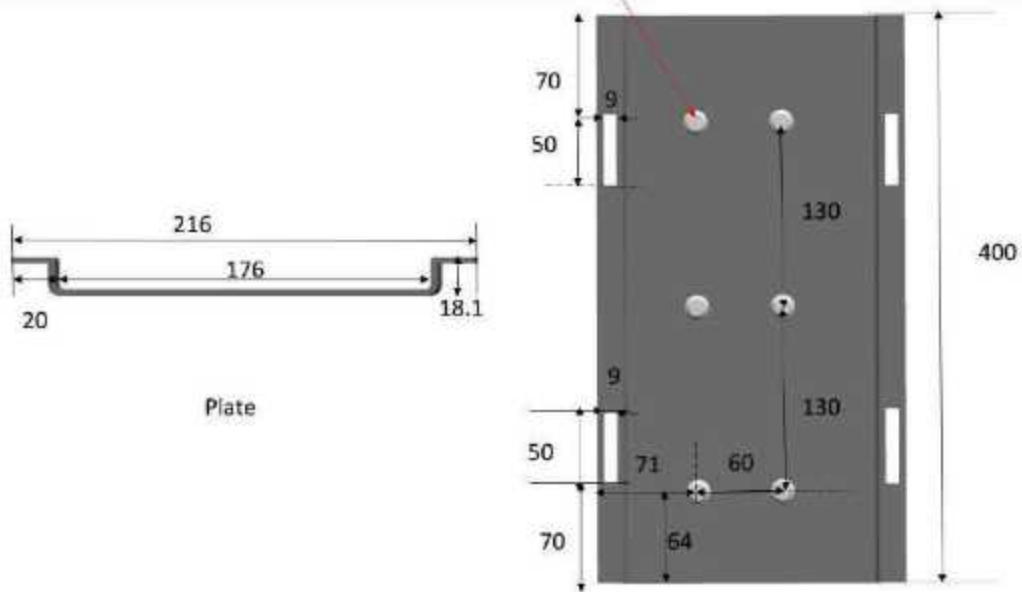
TATA MOTORS
Connecting Aspirations

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PART V- FORMS AND DECLARATIONS

1. FORM OF TENDER
2. ACCEPTANCE LETTER
3. AGREEMENT
4. MANUFACTURER'S AUTHORISATION FORM
5. DELIVERY ACCEPTANCE CERTIFICATE
6. AFFIDAVIT
7. FORM OF PERFORMANCE GUARANTEE BY BANK
8. REQUISITION FORM FOR E-PAYMENT
9. BILL OF SUPPLIES

1. FORM OF TENDER

From

To

The TRANSPORT COMMISSIONER
Transport Commissionerate,
Trans Towers Vazhuthakadu
Trivandrum
Kerala-695014

Sir,

I/We hereby tender for the Supply, Installation, Testing, Licensing Commissioning and maintenance of Digital V.H.F. High Band Communication in Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specifications and schedule, or any portion thereof, as may be decided by the Government, at the rates quoted against each item. The supply, installation, testing, commissioning and maintenance of digital wireless system will be completed within the time and at the places specified in the schedule.

I/We/am/are remitting/have separately remitted the required amount of

Rs.as earnest money deposit.

Yours faithfully,

Signature_____

Address_____

Date

2. ACCEPTANCE LETTER

To,

The TRANSPORT COMMISSIONER,
Transport Commissionerate,
Trans Towers Vazhuthacaud,
Thiruvananthapuram- 695014

Sir,

Sub: Acceptance of the offer for award of contract – Supply, Installation, Testing, Licensing, Commissioning and maintenance of Digital V.H.F. High Band Communication in Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts

Ref:1.TenderNo:

2. Communication from the TRANSPORT COMMISSIONER dated

.....

1. I / we hereby unconditionally accept your offer on the above tender
2. It is also clarified that after unconditionally accepting the offer in its entirety, it is not permissible to put any remarks / conditions in the e-tender "Technical Bid" & "Financial Bid".

Yours faithfully,

Signature of the Bidder with date and stamp

3. AGREEMENT

(To be submitted on Kerala Government Stamp Paper of Rs. 200/-)

Articles of agreement executed on this Day of Two thousand and
..... between the
..... (here enter name &
designation) for and on behalf of the Governor of Kerala (hereinafter referred to as
"the Government") of the one part and Shri (Here enter the name and address
of the tenderer) (Hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No..... dated
..... the bounden has submitted to the Government a tender for the
..... specification therein subject to the terms and conditions
contained in the said tender; WHEREAS the bounden has also deposited with the
Government a sum of Rs as Earnest Money for the execution of an
agreement undertaking the due fulfilment of the contract in case his tender is
accepted by the Government.

Now in the presence of witness and it is hereby mutually agreed as follows:

In case the tender submitted by the bounden is accepted by the Government and
the contract for Supply of
..... is awarded to the
bounden, the bounden shall within days of acceptance of his tender
execute an agreement with the Government incorporating all the terms and
conditions under which the Government accepts his tender.

1. In case the bounden fails to execute the agreement as
aforesaid incorporating the terms and conditions governing the contract,
the Government shall have power and authority to recover from the
bounden any loss or damage caused to the Government by such breach as may be determined
by the Government by appropriating the earnest
money deposited by the bounden and if the earnest money is found to be inadequate
the deficit amount may be recovered from the bounden and
his properties movable and immovable in the manner hereinafter contained.

2. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue due on land and in such other manner as the Government may deem fit.

In witness where of Shri/Smt.....
.....(here enter the name and designation) for and on behalf of the
Governor of Kerala and Shri/Smtthe
Bounden have hereunto set their hands the day and year shown against their
respective signatures.

Signed by

Shri. /Smt.....

Transport Commissioner,Kerala

Date:

In the presence of witnesses:

1.

2.

Signed by:

Shri/Smt

In the presence of witnesses:

1.

2.

4. Manufacturer's Authorisation Form

[To be submitted along with Technical Bid]

Ref. No:

Date:

To,

The TRANSPORT COMMISSIONER,
Transport Commissionerate,
Trans Towers, Vazhuthacaud
Thiruvananthapuram - 695014

Sir,

Sub: Supply, Installation, Testing, Commissioning and maintenance of Digital
V.H.F. High Band Communication in Kerala Motor Vehicles Department at
Thiruvananthapuram and Palakkad Districts

We are established and reputable manufacturers of
..... (brand) Digital

V.H.F

High Band Communication having factories at (place) do
hereby authorize M/s [Name and address of vendor] to
submit abid and sign
the contract with you for the goods manufactured by us against the tender No.
dated We certify that the equipments supplied are manufactured within 6
months from the date of work order.

We hereby extend our full warranty for **3 years** from the date of commissioning and
Annual Maintenance for next 2 years after warranty.
We also guarantee the availability of spare parts, back-up engineering and
maintenance support for a minimum period of 10 years from the date of
commissioning.

Yours faithfully

[Signature, Name and address of the manufacturer]

Note: This letter of authority should be on the letterhead of the manufacturer
and should be signed by a person competent and having the power of attorney to

bind the manufacturer. It should be included by the bidder in its bid.

5. DELIVERY ACCEPTANCE CERTIFICATE

Name of the Office:

Work: Supply, Installation, Testing Licensing, Commissioning and maintenance of

Digital V.H.F. High Band Communication in Kerala Motor Vehicles Department at Thiruvananthapuram and Palakkad Districts

Details of ITEM INSTALLED AND COMMISSIONED (to be filled by the service engineer of the supplier)

Signature with name of the Service Engineer of the supplier

Certified that the above items are received in this office are
installed successfully and Commissioned on.....
(Date).

(Officeseal)

Signature with Name and Designation
Name of Office:

Place:
Date:

6. AFFIDAVIT

I/We,.....
..bidder/Partner/Legal Attorney/Accredited Representative of M/s.....
.....solemnly declare that:

1. I/We are submitting Tender for the Work.....
.....against

Tender Notice No.....dated.....

2. None of the Partners of our firm is relative of employee of.....

.....(Name of the Employer) who is involved with the arrangement and execution of this work.

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

5. I/we undertake to deploy all plant and machinery, tools and tackles, man and material etc. as required for execution of the work.

6. I/We hereby declare that I/We have perused in detail and examined closely the

Specifications, before I/We submit the tender/bid and I/We agree to be bound by and comply with all such specifications and requirements.

7. If any information and documents submitted is found to be false/incorrect at any time, department may cancel my/our Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money, revoking of Bank Guarantees and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer:.....

Seal of Notary

Dated.....

7. Form of Performance Guarantee by Bank

1) This deed of Guarantee made on the day of (month & year)
between Bank of
..... (hereinafter called the "Bank") represented by
..... (name of authorised signatory) of the one part, and the ...
.....
..... (tender inviting authority) (hereinafter called "the Employer")
represented by
.. (name) of the other part.

2) Whereas Employer has awarded the contract for
.....
..... (Name of work as per
Notice Inviting Tender) (hereinafter called the contract) to
..... (Name of the Contractor) hereinafter called the "Contractor".

3) AND WHEREAS the Contractor is bound by the said Contract to submit to the
Employer a Performance Guarantee for a total amount of
..... (Amount in figures and words).

4) Now we the Undersigned
.....
..... (Name of the Bank and Branch) being fully authorized to sign
and to incur obligations for and on behalf of and in the name of
.....
..... (Full Name of Bank), hereby declare that

the said Bank will guarantee the Employer the full amount of
.....
..... (Amount in figures and Words) as stated above.

5) After the Contractor has signed the aforementioned Contract with the Employer, the Bank
is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount
upon written order from the Employer to indemnify the Employer for any liability
of damages resulting from any defects or shortcomings of the Contractor or the debts she may have incurred
to any parties involved in the Works under the Contract mentioned above, whether these defects or short-
comings or debts are actual or estimated or expected. The Bank will deliver the money required by the E
mployer immediately on demand without delay and demur and without reference to the Contractor and
without the necessity of a previous notice or of judicial or administrative procedures and without it
being necessary to prove to
the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6) This Guarantee is valid till (valid till 28 (twenty-eight) days from the completion of defects liability period as per clause of bidding document).

7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Work within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment thereof shall in no way relieve the bank of their liability under this deed.

10) The expressions the Employer, the Bank and the Contractor hereinbefore used shall include their respective successors and assigns.

11) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed
(Rupees)

b) This Bank Guarantee shall be valid up to

IN WITNESS WHEREOF / We of the bank have signed and sealed this guarantee on the

..... day of (Month & year)

being herewith duly authorized. For and on behalf of the

..... Bank.

Signature of Authorized Bank Official Na

me:.....

Designation:.....

Stamp/Seal of the Bank:.....

Signed, sealed and delivered for and on behalf of the Bank by the above named.....
.....in the presence of:

Witness 1.

Witness 2.

Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

8. Requisition Form for e-Payment

Requisition for e payment

CertifiedthatlamhavingaSavings/CurrentAccountin.....

.....(NameofBank)at.....

.....(NameofBranch)withIFSCCode...

.....

TheAccountNumberis:.....

IwishtoreceiveallpaymentsinthisaccountthroughNEFTandRTGSsystems,asthecasemaybe,forallpa
ymentsrelatingtothiswork.

NameofBidder

Place:.....

Date:.....

9. BILL OF SUPPLIES

Sr.No	Item Description	Unit	Qty	Unit cost Rs	Total Cost Rs.
1	DIGITAL 50W REPEATER VHF HIGH BAND Supply ,Installation, Testing ,Commissioning And Maintenance Of Including all Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc For Transmitter ,Receiver , Duplexer, all accessories, Repeater AccessControl, Networking, programming interface and software.	Nos	8		
2	DIGITAL STATIC TRANSRECEIVER VHF HIGH BAND BASE STATION Supply ,Installation, Testing ,Commissioning And Maintenance Of Including all Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc for transmitter, receiver , all accesories, programming interface and software	Nos	19		
3	DIGITAL MOBILE TRANSRECEIVER VHF HIGH BAND BASE STATION Supply ,Installation, Testing ,Commissioning And Maintenance Of Including all Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc for transmitter, receiver, all accessories, programming interface and software	Nos	36		
4	DMR -TDMA and LTE/ PoC RADIO HANDHELD TRANS RECEIVER (WALKIE- TALKIE) VHF HIGH BAND. Supply ,Installation, Testing ,Commissioning And Maintenance Of Including all Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc and programming interface and software	Nos	42		
5	Auxiliary Battery for Electric Vehicles (EV) with external charger wiring and frame Supply ,Installation, Testing ,Commissioning And Maintenance Of Including all Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc	Nos	11		
6	ADDITIONAL ITEMS IF ANY				
6.1	MICROWAVE RADIO LINK FOR DIGITAL REPEATER. Supply ,Installation, Testing ,Commissioning And Maintenance Of Including All Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc	Nos			
6.2	SELF SUPPORTING TOWER Supply ,Installation, Testing ,Commissioning And Maintenance Of Including All Equipments, Accessories, Tools, Tackles, Consumables , License , Labour , Etc	Nos			

6.3	3 KVA UPS with Battery (with a minimum back up of 8 hrs.) for repeater and microwave, with all Supply ,Installation, Testing ,Commissioning And Maintenance Of Including All Equipments, Installation Accessories, Tools, Tackles, Consumables , License , Labour , Etc	Nos			
6.4	Installation, Commissioning, Programming, Configuration of tower and Microwave.	LS			
6.5	Rack for repeater	Nos			
6.6					
6.7					
6.8					
6.9					
6.10					
7	Services				
7.1	AMC				
7.1.1	AMC of all equipments for 1st year after Warranty Period	Year	1		
7.1.2	AMC of all equipments for 2nd year after Warranty Period	Year	1		
7.2	Insurance for the work (CONTRACTORS ALL RISK POLICY)	Year	5		
7.3	Processing of Loyalty and License fee, SCAFA and Liasioning with WPC on behalf of Motor Vehicles Department.	Year	5		
	TOTAL AMOUNT				
	TOTAL AMOUNT IN WORDS : -				