



**SERENE ELECTRICITY DISTRIBUTION LICENSEE  
DIV OF MINDSPACE BUSINESS PARKS PRIVATE LIMITED**

**RFP no. SEDL/Power/2017-18/M540 Date: 01<sup>st</sup> November 2017**

**REQUEST FOR PROPOSAL (RFP)**

**INVITING BIDS FOR OPERATIONS, REPAIRS AND MAINTAINANCE (R&M)  
CONTRACT OF SEDL FOR THE PERIOD OF THREE YEARS**

Registered Address: Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda,  
Bandra Kurla Complex, Bandra (E) Mumbai-400051, Maharashtra, India

The bid document is addressed to:

M/s.....  
.....  
.....  
.....

Notes:

1. The bid document is not transferable
2. Though enough care has been taken while issuing the bid documents, the bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no such intimation is received by this office from any bidder within 3 days from the date of issue of the bid documents to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

**Issued by:-**

Name : Suhas Ambade  
 Designation : Associate Vice President  
 Address : Raheja Tower, Plot No: C-30, G Block,  
 Next to Bank of Baroda,  
 Bandra Kurla Complex, Bandra (E),  
 Mumbai - 400051, Maharashtra, India  
 Contact Person for any queries : Nisar Shaikh / Nikhil Chauganjkar  
 Phone : +91-22-27602927, +91 22-26564712  
 Fax : +91-22-26564604  
 Email : [nshaikh@kraheja.com](mailto:nshaikh@kraheja.com) /  
[nchaunganjkar@kraheja.com](mailto:nchaunganjkar@kraheja.com)

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# **CHAPTER 1: DEFINITIONS**

## 1. DEFINITIONS

- 1.1. "SEDL" or "Company"** means Serene Electricity Distribution Licensee Division of M/s. Mindspace Business Parks Private Limited [formerly known as Serene Properties Private Limited], is a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, Maharashtra, India.
- 1.2. "Contractor" or "Service Provider"** means the Bidder whose bid has been accepted by the SEDL for the award of Contract and shall include such Contractor's legal representatives, successors and permitted assigns;
- 1.3 "Contract"** shall mean the Work Order issued by the SEDL to the Contractor and shall include all the documents defined under RFP.
- 1.4 "Contract Price"** shall mean the firm price quoted by the Contractor in his Bid with additions and/ or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of works;
- 1.5 "Date of Contract Signing"** shall mean the date on which both the parties have signed the Contract document;
- 1.6 "Contract Period"** shall mean the period of three years starting from Date of Contract Signing or as instructed by SEDL.
- 1.7 "In-Charge"** shall mean the official of the SEDL appointed to act as In-Charge from time to time for the purpose of the Contract.
- 1.8 "Shift-In-Charge"** shall mean the official of the SEDL appointed to act as Shift-In-Charge from time to time for the purpose of the Contract.
- 1.9 "Agreement"** shall mean the agreement to be signed between the Company and the Contractor before commencement of works.

# **CHAPTER 1: EVENT SCHEDULE**

**2. EVENT SCHEDULE**

<b>S. No.</b>	<b>Event</b>	<b>Date</b>
1.	Publication of Request for Proposal (RFP)	02 <sup>nd</sup> November 2017
2.	Submission of queries regarding RFP	7 <sup>th</sup> November 2017
3.	Clarification of queries	10 <sup>th</sup> November 2017
4.	Last date of submission of Technical & financial Bids	15 <sup>th</sup> November 2017 12:00 Hrs
5.	Opening of Non -Financial technical Bids	15 <sup>th</sup> November 2017 14:00 Hrs
6.	Declaration of Technically Qualified Vendors	15 <sup>th</sup> November 2017 17:00 Hrs
7.	Opening of Financial Bids	17 <sup>th</sup> November 2017 11:00 Hrs
8.	Declaration of Shortlisted Vendor	17 <sup>th</sup> November 2017 14:00 Hrs

# **CHAPTER 3: TENDER DETAILS**

### 3. TENDER DETAILS

Sealed Tender (technical bid and price bid), are invited from reputed, established and financially sound Contractors for “Operation, Repairs & Maintenance contract of Serene Electricity Distribution Licensee Division of Mindspace Business Parks Private Limited SEZ at Airoli”.

Issue of the RFP to the Bidders	On our website <a href="http://www.krahejacorp.com/power-distribution.html">http://www.krahejacorp.com/power-distribution.html</a>
Validity of Tender Offers	90 Days from the date of bid opening
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lac only) by way of Demand Draft issued by Nationalized/Scheduled Banks, payable at Mumbai / Navi Mumbai in favor of “Serene Electricity Distribution Licensee Div. of Mindspace Business Parks Private Limited SEZ” should accompany the Tender.
Commencement of works	1 <sup>st</sup> December 2017  Failure of which, SEDL is at the liberty to terminate the contract without giving any notice and the EMD will be forfeited.
Contract Period	Three Years



# **CHAPTER 4: BACKGROUND OF SEDL**

#### **4. Background of SEDL:**

K Raheja Corp is the first to pioneer the concept of self-contained townships and commercial business districts which encompass all formats like residential apartments, office spaces, retail and entertainment, virtually making it a mini city with mega comforts. K Raheja Corp is a success story spanned across decades and continues to achieve higher targets relentlessly, for quality performance and service in diverse fields of realty business, hospitality sector and retailing outfits.

Serene Electricity Distribution Licensee- Division of Mindspace Business Parks Private Limited [formerly known as Serene Properties Private Limited], is a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. C-30, Block 'G', Opp. SIDBI, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051, Maharashtra, India. SEDL, under Section 3 of the Special Economic Zones (SEZ) Act, 2005 (28 of 2005), is setting up a sector specific Special Economic Zone (SEZ) for Information Technology and Information Technology Enabled Services (IT & ITeS) at Plot No. 3, Kalwa, TTC Industrial Area, MIDC, Taluka Thane, District Thane, in the State of Maharashtra. In view of the above, SEDL is a deemed Distribution Licensee in its SEZ area at Plot No. 3, Kalwa, TTC Industrial Area, MIDC, Taluka Thane, District Thane, in the State of Maharashtra. The Hon'ble Commission, vide Order dated April 11, 2012 in Case No. 157 of 2011, has taken on record the deemed Distribution Licensee status of SEDL and subsequently notified the Specific Conditions of Licence for SEDL on August 21, 2013.

Further, the Specific Conditions of Distribution Licence were issued by the Hon'ble Commission in the name of Serene Properties Private Limited, but with effect from November 23, 2015, Serene Properties Private Limited was renamed as Mindspace Business Parks Private Limited. To provide efficient services regarding to power supply and cutting off the monopoly of local bodies SEDL started supplying power to Mindspace SEZ. SEDL has gone through process of transmission connectivity and necessary changes in electrical infrastructure & started its power distribution operations on 9th April 2015.

There are 14 no's of buildings spread in the area of 19.34 Hectares. The current load of the SEZ is around 16 MW. The table showing the electrical assets is as shown below:

**Table 1: Asset Details**

Particulars	UoM	Remarks
22 kV Feeders- Incomers from 2 no's of nearby EHV sources	Ckt-km	46 (4 Nos. double run U/G cable )
22 kV Feeders	Ckt-km	10.6 (22 Nos. catering entire premises)
Switching Station 22 kV HT Panels (4 I/G + 2 B/C + 23 O/G)	Nos.	29 ( VCB's)
22 kV HT Kiosk	Nos.	21
22 kV RMU's (2 I/G+1 O/G)	Nos.	13
22/0.433 kV Distribution Transformers	Nos.	24 (2 each for 12 Nos. of buildings)
	MVA	22 x 2 MVA, 2 x 1.5 MVA 47
HT Breaker Panels (1 I/G + 3 O/G SF6)	Nos.	12
LT Network for associated building & Main MV Panels (including ATS, LT Breakers, MCCB's etc.)	Nos.	12 (1 each for 12 Nos. of buildings)

# **CHAPTER 5: SCOPE OF WORK**

## 5. Scope of Work

### **Operations, Repairs & Maintenance of 22 kV, 440 V HT/LT system**

- a) Operations, Maintenance & repairs of 22 kV HT Breakers, RMUs, Metering kiosk, ATS (auto tap changeover) and LT breakers & all assets mentioned in the Table 1.
- b) Operations, Maintenance & repairs of LT Panels, MV Panels, LT Kiosk & service cables & all allied electrical network up to metering point of the consumer or till MV panel.
- c) Installation, replacement of LT/HT meters & metering system along with its accessories.
- d) Periodic testing of all electrical equipment's including consumer revenue meter in coordination with SEDL testing team.
- e) Keeping record of all O&M activities in specified formats as per approved by company & all registers will be supplied by the Contractor.
- f) Attending breakdowns and emergencies in HT/LT breakers / RMU / Metering Kiosk / Transformer / LT Kiosk / MV Panel etc.
- g) Connection / Disconnection of the HT cables with transformers HT bushing.
- h) Connection / Disconnection of the LT cables with transformers LT bus bars.
- i) Monitoring & maintaining transformer oil level & routine BDV test(s) on oil periodically & submission of reports to the company. Oil shall be supplied by the company.
- j) Checking neutral current & carrying out load balancing as and when required.
- k) Checking of neutral earthing periodically to avoid voltage fluctuations in the system.
- l) Checking of Silica Gel & breather as well as supply & replacement of the same as required.
- m) Identifying hot spots in termination & connections & rectification of the same.
- n) Assist the company's testing team for periodic testing of the transformer and other switchgear in the network.
- o) Checking of oil level & attending minor leakages in transformer & OLTC.
- p) Oil filtration of transformer minimum once in a year & as required by company if BDV of the transformer oil goes down below the standards. Oil if needed extra shall be provided by Company.
- q) Earth resistance to be taken at all transformers, switching station periodically as specified by the company.

- r) Monitoring the housekeeping of all Metering cubical room, HT Panel room, distribution transformers, switching stations which confined to removing shrubs, cob-webs, dust removal & cleaning.
- s) Service provider has to procure the necessary electrical items required for day to day operations as well as maintenance. The bills for necessary items to be claimed to company. The electrical items exclude minor sundries include nut bolts, HT tapes, LT tapes, Foam & necessary material required for Planned preventive Maintenance activity.
- t) Report of failure of equipment and plan for replacement within specified time frame. The major equipment material like HT metering cubicle or Transformer etc. will be provided by company.
- u) Repairing / Replacement of bus-bars.
- v) Repairing & servicing of HT/LT breakers.
- w) A team of Planned Preventive Maintenance ("PPM") team shall be available at site in general shift & emergency condition to attend the PPM & any breakdown activities.
- x) Disconnection & Reconnection of the network.
- y) Meter reading of all energy meters for billing purpose on periodic basis as required by Shift-In-Charge time to time.
- z) Service provider need to attend cable fault work within specified time given by company as per condition & payment of the same will be paid by company extra as mutually agreed between Company and Contractor.
- aa) The Service Provider shall manage preventive maintenance schedule of the HT/LT Distribution system equipment in consultation & coordination with respective Shift In-charge of the company.
- bb) The Service Provider shall provide all necessary labour, supervisory and managerial staff having requisite experience and knowledge as may be required to perform work, the personnel/individual employed by the Service Provider shall be well qualified personnel possessing requisite technical and academic qualifications required to perform the duties to which they are assigned.
- cc) The allocated area of operations, manpower requirement, resource requirement, and the Scope of Work shall be subject to review and amendments after every three (3) months mutually agreed.
- dd) The Service Provider shall ensure that its employees and staff interact and behave with any consumer with courtesy and in respectful and polite manner. In case any of the personnel is found to be indulged in illegal/immoral activity, the Service Provider shall promptly remove/withdraw such personnel and initiate necessary legal action against such personnel.
- ee) The Service Provider shall maintain and regularly update operation and maintenance logs, records, consumer feedback reports and allied notes and documents of the area office in such format as may be specified by the Company and produce the same on demand. The Service Provider shall maintain with diligence current revisions of drawings,

specifications, lists, clarifications and other materials related to operation and maintenance work provided to the Service Provider by the Company and produce the same on demand by the Company.

- ff) Personnel employed by the Service Provider to perform the Scope of works shall always be the employees of the Service Provider, and their working hours, rates of compensation, and all other matters relating to their employment shall be determined solely by the Service Provider. Only with respect to working hours, the timings shall be determined by the Service Provider in consultation with the Company. The Service Provider shall also bear all expenses/costs towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, security, transportation and all other misc. expenses etc. of its employees/workmen.
- gg) The Service Provider shall also conduct regular safety and O&M training sessions for its personnel.
- hh) The Service Provider shall ensure that all its personnel wear proper uniforms and display their identity cards at all times and produce the same whenever demanded by the Company.
- ii) The Service Provider shall deploy adequate human resources as required for carrying out the work as mentioned in Scope of Work. The Company shall have the right to check the credentials of any personnel as also their qualification details
- jj) The Service Provider undertakes to ensure that its personnel, whilst carrying out the terms and conditions, take adequate care as to the property, assets etc. belonging to the Company, if any. Any damage caused to the Company's proprietary items and property shall be recovered from the Service Provider, by deduction from the payment of invoices.
- kk) Any changes in the HT/LT network should be in consultation with the company.
- ll) Adherence to the SOP & Safety Manuals of the Company.
- mm) Following table shows the minimum no. of personnel required for day to day operations:

**Table 2: Minimum No. of Person to be deployed**

#	Designation	Minimum Qualification Required	Minimum Experience in no. of years	Minimum No. of Persons	Remarks
1	Supervisor	Diploma in Electrical Engineering	5 years	1	Overall I/C of the site from Contractor's side
2	Shift Technician	I.T.I. Electrical, Wireman or Supervisor License holder	3 years	26	Including Reliever
3	Technician for PPM activity	I.T.I. Electrical, Wireman or Supervisor License holder	5 years	5	-

\*- Penalty for non-attendance of shift shall be 2 times of the regular per day salary of the personnel.

### Health, Safety, Environment & Quality

- a) All the above mentioned work is to be carried out in safe & efficient manner. Quality workmanship to be adhered with respect to all above said works.
- b) The list of personnel authorized to operate and repairs is to be certified from Electrical inspector authority, IE& L department, Government of Maharashtra by the service provider and amended time to time. The personnel shall be authorized by IE&L Department from day 1 of the employment at the site.
- c) All the installations to be erected adhering rules of IE rules 1956.
- d) All Safety PPE will be provided by service provider at no extra cost given by the company.
- e) All Safety registers will be provided by service provider.
- f) Uniform for all staff will be provided by service provider which is approved by company.



- g) The Service Provider confirms and undertakes to comply with all applicable labour laws/model standing orders and other statutory provisions as applicable in discharging its functions and duties under these presents and fully observe applicable safety rules and regulations. The Service Provider further undertakes to provide protective safety equipment's like Safety Shoes, Safety Belts, Goggles, hand gloves etc. to its employees/workmen deployed. It shall be also obligatory on the Service Provider to comply with all the statutory requirements related to work-permit periodic testing of various tools and tackles, including lifting tools and testing kits etc. The Service Provider shall ensure adequate safety precautions at site as required under by law and shall be entirely responsible for the complete safety of its workmen as well as other workers, general public, equipment, structures etc. at site.
- h) It shall be the sole responsibility of the Service Provider to ensure strict compliance of all labour, industrial and other enactments, rules and orders, supply of goods, safety and security of people and property etc. Any default for non-compliance of the above on the part of the Service Provider, shall render this entire Agreement liable for termination.

#### **OBLIGATIONS OF THE SERVICE PROVIDER**

- a) **The service Provider shall execute an Agreement with the Company for the Contract Period. The draft of the Agreement is annexed in Chapter 10.**
- b) The Service Provider shall discharge its obligations in a professional and workmanlike manner to the satisfaction of the Company. It shall fully comply with all statutory and regulatory requirements and shall ensure that it has sufficient manpower, weekly off relievers, absentee reliever or additional manpower as may be intimated in writing by the designated officers of the Company to carry out tasks defined in the scope of work. The Service Provider shall be under duty to obtain necessary instructions from the authorized representative of the Company from time to time and shall strictly abide by the same.
- c) The Service Provider shall permit at any point of time without any hindrance, the authorised representative of the Company to inspect the operation and maintenance works and records, documents, etc. from time to time as and when required by the Company.
- d) The Service Provider shall further ensure that all personnel deployed by it shall bear a good moral character and shall not indulge into any illegal/immoral act. In case any of the personnel is found to be indulged in illegal/immoral activity, the Service Provider shall promptly remove/withdraw such personnel and initiate necessary legal action against such personnel.
- e) The Service Provider shall maintain a job sheet, log report and fill in the details of time in and time out and such other details as may be

necessary to keep track of daily attendance and movement of the gangs and technicians, which needs to be verified and signed by the Company's personnel on a daily basis.

## **Service Level Agreement**

### **Adherence to performance standards**

For each cause of power supply failure the standards of performance issued by MERC & amendments thereof time to time will be applicable. However, restoration of power supply to the consumer will be done immediately / on priority from alternate source. Delay to non-attending the fault will attract penalty as per MERC guidelines with latest amendments and would be deducted from the invoices.

### **Failure of Distribution transformer**

The service provider is entrusted with periodic maintenance of distribution transformer including regular load monitoring & load balancing. The service provider shall submit the report of the maintenance carried on various electrical equipment's on periodical basis as per the PPM schedule provided by the company.

### **Resource Requirement**

- a) The service provider is required to provide at its own cost the tools & tackles, safety equipment / storage cupboards / racks for keeping belongings / tools/ material as per list approved by company.
- b) The service provider has to manage all the above work mentioned in scope of work.
- c) All the major equipment's / consumable material shall be provided by the service provider for which he would raise the actual bills to company.
- d) All minor sundries as like All type Nut Bolts, HT/LT Tape, WD40, CRC, Grease, Cotton Waste, PU Foam, etc. shall be provided by service provider at free of cost.
- e) The service provider shall consider all tools & tackles / communication facilities, vehicles for transportation of men & material etc.
- f) As mentioned below instruments should be available to carry out the operations & maintenance work at any given point of time regularly. All the equipment's shall be calibrated regularly. Replacement of the faulty equipment is also the responsibility of the service provider. The replacement shall be done on immediate basis.
  - i. Digital Insulation tester (5 KV)
  - ii. Digital Earth resistance tester

- iii. Digital Multimeter (3Nos.)
- iv. Phase sequence meter (3Nos.)
- v. Clamp-On meter (8Nos.)
- vi. Oil BDV test set
- vii. Discharge rod
- viii. Shorting links with crocodile clips
- ix. AC Hi-Pot Kit
- x. DC Hi-Pot Kit
- xi. Neon HT Tester
- xii. Welding Machine
- xiii. Motorized Nut Driver
- xiv. Hammer Drill Machine
- xv. Blower
- xvi. Hot Gun
- xvii. Grinder
- xviii. Vacuum Cleaner

g) In addition to the above mentioned list, the service provider should possess screw driver set, hammer, pliers, hacksaw, knife, spanners, line tester, hand gloves, gum boot, safety shoes, helmet, ratchet set, chain pulley, ladder, crimping tool, torch, manila rope, safety belt, first aid box & kit as per list approved by company etc.

# **CHAPTER 6: QUALIFICATION REQUIREMENT**

## 6. Qualification Requirement

- a. The contractor should have all mandatory registrations – PAN, GST, EPF, ESIC, labour. The contractor shall have valid Electrical contractor license issued by Maharashtra Govt. The contractor shall have at least one Electrical Engineer on rolls having minimum experience in licensee / franchisee for at least 7 years. The Contractor shall fill the format for the same as per **Format A1**.
- b. The Bidder should have a minimum 03 years of experience as on 01-11-2017 in the field of operation and maintenance of electrical network in distribution licensee / distribution franchisee / IT Parks (Minimum no. of buildings- 5 no's). The bidder shall furnish previous work orders / Satisfactory Completion certificates for establishing the experience as per **Format A2**.
- c. Average turnover for last three year should be minimum of Rs. 1 Crore (as on 31-03-2017). The Audited / certified Balance sheets (by Chartered Accountant) of at least last three years are to be enclosed as proof. The average turnover for last three years to be filled by the bidder in **Format B**

# **CHAPTER 7: BIDDING DOCUMENTS**

## 7. Bidding Documents

- a) Bid documents need to be submitted in 2 separate envelopes super scribed Technical Bid / Commercial Bid for “Operation, Repairs & Maintenance contract of Serene Electricity Distribution Licensee Division of Mindspace Business Parks Private Limited SEZ at Airoli”, sealed & coupled together as per the procedure narrated below. The tenders should be submitted at following address:

*Mr. Suhas Ambade*  
**Mindspace Business Parks Pvt. Ltd**  
Raheja Towers,  
**C-30, G Block**, Bandra Kurla Complex  
Bandra East, Mumbai- 400 051

Bidders may also submit the Tender by post so as to reach us on or before scheduled date and time given in event schedule. SEDL shall not be responsible for any postal delay. Each paper of Tender documents should be stamped & signed by the authorized signatory of the bidder.

**b) First envelope (Technical Bid) should contain:**

- i. Pay Order / Banker’s cheque / Bank Draft for “Earnest Money Deposit” (EMD) valid for 90 days.
- ii. Format A1 & A2
- iii. Format B
- iv. Signed copy of the entire tender document.
- v. Authorization letter from the Competent Authority of the Bidder in favour of the person submitting the bid.

**The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.**

Note: Original documents need not be submitted with the bid offer. However, the bidder should provide the original documents at the time of verification by the SEDL. SEDL may seek additional documents / information, if required, for ascertaining the eligibility of the Bidder.

After scrutinizing the Technical Bid parameters, Bidders who qualify will be shortlisted. Bidders who fulfil the requirements of Technical Bid will only qualify for opening of 2nd Envelope i.e. Commercial Bid.

- c) Second envelope (Commercial Bid) should contain “**Format C**” specifying the price in Indian Rupees.

The financial bid shall not be containing any conditions. The bids with conditions shall be summarily rejected.

Note: Contract Price should include minimum wages, EPF, ESIC, Bonus, Escalation on account of increase in minimum wages during the contract period for the first year include Profit, lump sum payment towards the cost such as Insurance, PPE (personal protective equipment), safety shoes, tools required, mobile charges, etc.

**d) Documents constituting the Bid**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the bid at the discretion of the SEDL.

**e) Clarification / Amendment of Bidding Document**

- Bidder requiring any clarification of the Bidding Document may notify the company in writing at the registered address or by e-mail indicated as per time and date mentioned in Schedule of Events.
- Text of queries rose (without identifying source of query) and response of the SEDL together with amendment to the bidding document, if any, will be posted on SEDL's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.
- Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on SEDL's Website.
- All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Company will not take responsibility for any omissions by bidder.
- At any time prior to the deadline for submission of Bids, the Company, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- In order to enable bidder's reasonable time in which to take amendments into account in preparing the bids, the Company, at its discretion, may extend the deadline for submission of bids.

- f)** The bidder shall make independent enquiry and satisfy himself as to all the required information, inputs, conditions, circumstances and factors, which may have any effect on its bid price and also on the works mentioned under scope of work and documents. The bidder shall visit the site and conduct a proper due diligence and satisfy himself. No queries shall be entertained post submitting the bid.



**g) EMD may be forfeited:**

- a. If a Bidder withdraws or amends its bid during the period of Bid validity specified herein; or
- b. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of contract; or
- c. In case of a successful Bidder, if the Bidder fails: (i) To sign the contract with the Company.

# **CHAPTER 8: SPEICIAL CONDITIONS OF CONTRACT**

## 8. SPECIAL CONDITIONS OF CONTRACT:

### 1. Language and Measures

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, 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.

### 2. Contract Price

The Contract Price shall mean the firm price quoted by the Contractor in his Bid for the entire scope of works. The Contract Price shall remain firm during the first year of the Contract Period and shall not be subject to variation on any account.

### 3. Increase/Decrease in Contract Price

The Contract Price is fixed for the period of first year of the Contract Period. The increase / decrease in the Contract price for 2<sup>nd</sup> and 3<sup>rd</sup> year of the Contract period shall be governed by the WPI index or 5% whichever is lower.

### 4. Taxes and Duties

The Contract Price is inclusive of all the taxes, duties and levies as on date of execution of Contract. Any variation in Contract Price due to variation in taxes, duties and levies including Goods & Services Tax (GST) shall be borne by the SEDL (in case of increase)/passed on to the SEDL (in case of reduction).

The Contractor shall be liable and pay all taxes, duties, levies lawfully assessed against the SEDL or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all duties, levies and taxes assessed against the Contractor for his personal income & property only.

The SEZ (IT and ITES) has been published in the Gazette of India, {Extraordinary, Part II-Section 3/Sub-section(ii) }, vide Notification S.O. No.169-E dated June 11, 2013, Under the provisions of SEZ Act 2005 notified by the Central Government and the SEZ Rules 2006, framed thereunder; the following provisions are applicable to the developer:

(1) As per section 7(5) (b) of the Integrated Goods and Services Tax Act, 2017 supply of goods or services or both to or by the SEZ Developer or SEZ unit shall be treated to be a supply of good or services or both in the course of inter-state trade or commerce.

(2) As per section 16 (1)(b) of the Integrated Goods and Services Tax Act, 2017 supply of goods or services or both to SEZ Developer or SEZ unit shall be treated as "Zero Rated Supply".

## 5. Terms of Payment

The Contractor shall raise the invoice on 1<sup>st</sup> of every month (e.g.- for the month of April the contractor shall raise invoice on 1<sup>st</sup> May). Within 30 days of the receipt of the Invoice along with necessary documents as mentioned below:

- Proper TAX invoice (GST compliant).
- Biometric Attendance Sheet duly signed by In-Charge from Contractor's side.
- PF Challan Copy
- ESIC Challan Copy
- Wage Register duly signed by all employees of the Contractor.
- Any other compliance documents required by Company from time to time.

## 6. Use / Confidentiality of Contract documents and information

The Contractor shall not, without obtaining the SEDL's prior written consent, disclose the terms of this Contract, or any provision thereof, or any past, present or future data or know-how or information or intellectual property, including but not limited to specification, plan, drawing, pattern, sample or information furnished by or on behalf of the SEDL (whether tangible or intangible), or techniques, designs, engineering, prototyping, finances & financial data, and other materials whether created or produced by and/or on behalf of the SEDL or is otherwise acquired in anticipation of, during, or as a result of, or in any way connected with this Contract as disclosed to the Contractor by the SEDL ("**Confidential Information**"), to any person other than a person employed / hired / contracted, as the case maybe, by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

The Contractor shall not, without the SEDL's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract. The Contractor shall keep the Confidential Information confidential, to not disclose the same and to safeguard the Confidential Information in the same manner that the Contractor treats its' own confidential information of like kind, but not less than a reasonable degree of care.

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

Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the SEDL and shall be returned (in all

copies) to the SEDL on completion of the Contractor's performance under the Contract if so required by the SEDL.

**7. Liability for accidents and damages**

Under the Contract, the Contractor shall be responsible for loss or damage to any electrical equipment's during the operations, repairs and maintenance.

**8. Termination of Contract on SEDL's Initiative or Contractor's Initiative**

The SEDL reserves the right either to terminate the Contract due to reasons mentioned under clause entitled 'Contractor's Default' or on its own. The SEDL shall in such an event give sixty (60) days' notice in writing to the Contractor of his decision to do so. The Contractor on its own can also terminate the Contract by giving ninety (90) days' notice.

The Contractor upon receipt of such notice shall not discontinue the work and continue to do the works mentioned in scope of works till the date of termination i.e. sixty days from the date of termination.

**9. Workman's Compensation Fund and Employer's Liability Insurance**

The Contractor shall cover all his employees under workmen's compensation and under the liability insurance as per applicable provisions/law. The SEDL shall not be responsible for any payments of compensation or otherwise to the workers/employees for fatal or non-fatal accidents during the Contract Period or arising due to the works carried out under the Contract.

**10. Contractor to indemnify the SEDL**

The Contractor shall Indemnify the SEDL and every member, officer and employee of the SEDL, Engineer and his staff against all acts, actions, proceedings, claims, demands, costs, litigations, losses and expenses whatsoever, arising due to any act of omission or commission by the Contractor & out of or in relation to the matters referred herein or elsewhere. The SEDL shall not be liable for intervention of any authority for or in respect of performance of its' obligation under the Contract Documents. The SEDL shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the SEDL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

**11. Discipline of Workmen**

The Contractor shall adhere to the disciplinary procedure set by the In-Charge in respect of his employees and workmen at Site. The In-Charge shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the In-Charge such employee has

misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

## 12. Facilities to be provided by the SEDL

### Space

The In-Charge shall at his discretion and for the duration of execution of the Contract make available at site, one small room for sitting required for execution of the Contract. On completion of work the Contractor shall hand over the room duly cleaned to the In-Charge.

## 13. Anti Corruption Policy

- (a) The Contractor will abide by and comply with the conditions of the Anti-Corruption Policy (see website "<http://mindspaceindia.com/images/new-images/Policies/Anti-Corruption-Policy.pdf>" for the complete Anti-Corruption Policy), as a binding obligation under this Contract. For the purpose compliance with the Anti-Corruption Policy by the Contractor" and the Anti-Corruption Policy will be read accordingly.
- (b) All invoices of the Contractor must be accompanied with the following certification, duly signed by the authorized signatory of the Contractor :  
"We \_\_\_\_\_, hereby confirm that as per the terms of the Agreement / PO / WO dated \_\_\_\_\_, we have completely implemented and adhered to the Anti-Corruption Policy (Annexure "\_\_\_" thereto) in respect to our business and indemnify and agree to keep Mindspace Business Parks Private Limited indemnified for any damages to Mindspace Business Parks Private Limited for the violation of same."
- (c) The Contractor shall promptly notify the SEDL of any violation or potential violation of the Anti-Corruption Policy, and shall be responsible for any damages to the SEDL for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all business connections with the Contractor.

## 14. Relationship

- (a) None of the provisions of this Contract shall be deemed to constitute or create the relationship of employer and employee, principal and agent, partnership, joint venture, franchisee or franchisor, or any other fiduciary relationship/association between the Parties and/or any of hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. The Parties intend, and the Contractor acknowledges, that the Contractor will remain throughout the term of this Contract, as an independent contractor. Accordingly, the Contractor agrees that the

Contractor and/or its employees/personnel will not be qualified to participate in nor be entitled to worker's compensation, retirement, insurance, leave or other benefits afforded to employees of the SEDL.

- (b) The relationship between the parties under this Contract is on a principal-to-principal basis and nothing contained herein shall be construed as constituting any relationship of agency, partnership, joint venture or sharing of profits.

**15. Severability**

Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract. In such event, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision, which most nearly affects the Parties' intent in entering into this Contract.

**16. Survival**

Where the purpose and the text of a provision in this Contract clearly indicate intent to survive termination of this Contract, such provisions shall survive the termination of this Contract.

**17. Arbitration**

If any dispute arising between the Parties is not settled within fifteen (15) days of commencement of amicable attempts to settle the same as provided above, the dispute shall be referred to, and be finally settled by arbitration. The Parties agree that the arbitration proceedings will be conducted at Mumbai and the proceedings shall be conducted in the English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the Dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by, the Parties. In the event the Parties fail to appoint a single arbitrator the SEDL and the Contractor shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed shall nominate a third, presiding arbitrator. The decision of the arbitrator(s) shall be final and binding on the Parties. Each Party will be responsible for the costs of appointing their respective arbitrator as contemplated herein however where a joint appointment of an arbitrator occurs, the costs thereof will be shared equally by the Parties. Notwithstanding the pendency of any Award or difference between the Parties or any proceedings thereto, the Contractor shall be continue to provide the Services as stated herein.

**18. Jurisdiction**

This work order shall be construed under and governed by the laws of India and each party hereby expressly and irrevocably submits itself to the exclusive jurisdiction of Courts of competent jurisdiction at Mumbai, India.



# **CHAPTER 9: FORMATS FOR THE BID**

**BIDDER QUALIFICATION REQUIREMENT FORMAT****Format A-1****STRUCTURE AND ORGANIZATIONAL DETAILS**

A	Name and address of Bidder	
B	Telephone No. / Fax No. / Telex No.	
C	Contact Person of the Authorized Signatory (Name, Address, Contact Number & Email id )	
D	<b>The applicant is:</b> (a) An individual (b) A Proprietary Firm (c) A firm in Partnership (d) A Limited Company (Private or Public) or Corporation	
E	Name of Directors/ Partners with their addresses, Telephone numbers, Fax, Email	
F	Was the applicant ever required to suspend any execution for a period of more than six months continuously after commencement of the works? If so, give the name of the project & reasons of suspension of work.	
G	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
H	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details	
	<b>Other details:</b> (Self attested copies to be enclosed)	
I	EPF No. valid upto	
J	GST No. valid upto	
K	PAN No.	
L	Electrical Contract License No.	
M	On Roll Electrical Engineer Details (Attach CV)	

Signature of Authorized representative of Bidder

Name of Authorised Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**BIDDER QUALIFICATION REQUIREMENT FORMAT****Format A-2****DETAILS OF SIMILAR WORKS COMPLETED BY CONTRACTOR TO MEET QR SPECIFIED**

Sr. No.	Name of Work & Location along with Brief Description of Scope	Organization	Value of work in Rs lakh	No. of years of performing satisfactorily as on the last date of submission of Bid*	Name and contact details of person (Address, phone number and email id) to whom reference may be made

\* The Bidder is required to submit the copy of supporting documents to substantiate the satisfactory performance/Work Orders/ Certificates

Signature of Authorized representative of Bidder

Name of Authorised Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**BIDDER QUALIFICATION REQUIREMENT FORMAT**

**Format B**

**FINANCIAL INFORMATION**

Financial Analysis	2014-15	2015-16	2016-17	Average annual turnover
	A	B	C	(A+B+C)/3
Gross Annual turnover				

**Financial Analysis:**

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)

Note- All Amount in INR

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**Format C**

**Price Bid Format**

(All Prices to be filled strictly in Numbers only)

<u>#</u>	<u>Description</u>	<u>Price in Rupees Per Month</u>
1	OPERATIONS, REPAIRS AND MAINTAINANCE (R&M) CONTRACT	

Amount in Words:

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Signature of Authorized representative of Bidder

Name of Authorised  
Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

# **CHAPTER 10: DRAFT AGREEMENT**

<<Draft>>

This Agreement for Operation, Repairs and Maintenance (“Agreement”) is made and executed at Mumbai on this \_\_ day of \_\_\_\_\_.

BETWEEN

**MINDSPACE BUSINESS PARKS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Plot No.C30, Block G, Opposite SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred as the “Company” which expression shall, unless the context otherwise permits, mean and include its successors and assigns);

AND

**MATRIX INTEGRATED FACILITIES & PROPERTY MANAGEMENT PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Plot No. C 30, Block G, Opposite SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred as the “Contract Manager”, which expression shall, unless the context otherwise permits, mean and include its successors and assigns);

AND

<<**The Contractor name** >>, a \_\_\_\_\_ represented through its \_\_\_\_\_residing at \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter referred as the “Service Provider”, which expression shall, unless the context otherwise permits, mean and include its successors);

The Company, The Contract Manager, the Service Provider shall hereinafter collectively be referred as the “Parties” and individually as the “Party”.

WHEREAS

- 1) The Company is a deemed distribution licensee as authorised under Section 14(b) of the Electricity Act, 2003 by virtue the Notification No.SO 528(E) dated 3rd March 2010 issued by the Government of India under Section 49 of the Special Economic Zone Act, 2005 to operate and maintain a power distribution system for supplying electricity to the consumers in the area of supply as specified in the aforesaid Notification.
- 2) The Contract Manager has represented to the Company that it has considerable knowledge and experience, trained manpower etc. and is engaged in the field of facilities management and administrative services

relating to operation and maintenance of power distribution network at such locations as may be indicated by the Company from time to time and as per the requirements of the Company.

- 3) The Service Provider has been selected through competitive bidding vide tender no. \_\_\_\_\_ dated \_\_\_\_\_.
- 4) Based on the aforesaid representation of the Service Provider, the Company has agreed to avail the services of the Service Provider which shall be supervised and overseen by the Contract Manager as per the detailed Scope of Work indicated in Annexure I <<Chapter 5 of this tender>> to this Agreement on such terms and conditions as hereinafter appearing.
- 5) The Contract Manager shall provide to the Company, facilities management and administrative services to manage and oversee the services relating to operation and maintenance of power distribution network as agreed to be provided by the Service Provider to the Company as per the terms and conditions agreed hereunder. The Contract Manger shall not be any manner or for any purpose contractually bound or liable towards the Service Provider under this Agreement.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES HEREBY AGREE AND UNDERTAKE AS UNDER

1) COMMENCEMENT, TERM AND CONTRACT VALUE

This Agreement shall be deemed to come into force with effect from 1<sup>st</sup> December 2017, which shall also be deemed to be the Effective Date for the purpose of this Agreement, and unless terminated, shall continue to remain valid and subsisting and bind the Parties herein for a fixed period of three (3) years from the Effective Date ("Term") above mentioned.

**Contract Value**

In consideration of the services as set out in the Scope of Work in Annexure 1 hereto agreed to be provided by the Service Provider to the Company as per purchase orders/work orders issued by the Company to the Service Provider, the Company agrees to pay to the Service Provider the service providers cost escalated on the expiry of each year of the Term as follows:



Sr. No.	Period during the Term	Service Providers Cost (per month)
1.	First year from the Effective Date i.e. from 1 <sup>st</sup> December 2017 to 30 <sup>th</sup> November 2018	<<arrived through competitive bidding>>
2.	Second Year i.e. from 1 <sup>st</sup> December 2018 to 30 <sup>th</sup> November 2019	<<Escalation at the rate as per tender terms>>
3.	Third Year i.e. from 1 <sup>st</sup> December 2019 to 30 <sup>th</sup> November 2020.	<<Escalation at the rate as per tender terms>>

The service providers cost as set out in this Clause 4A(i) is hereinafter collectively referred to as "Service Providers Cost". The Service Providers Cost is subject to deduction of tax at source with TDS Certificates issued by the Company to the Service Provider.

In consideration of the facilities and administrative services provided by the Contract Manager to the Company, the Company agrees to pay the Contract Manager a management fee of amount calculated at the rate of ten percent (10%) of the Service Providers Cost per month ("Management Fee"). The Management Fee shall be subject to deduction of tax at source with TDS Certificates issued by the Company to the Contract Manager.

The Company shall pay to the Contract Manager an amount calculated at the rate of five percent (5%) of Service Providers Cost per month ("Performance Fee") which shall be subject to the performance of the Contract Manager. The Performance Fee shall be subject to deduction of tax at source with TDS Certificates issued by the Company to the Contract Manager. The Company shall pay the Performance Fee to the Contract Manager as mutually agreed based on the monthly score card. The aforesaid Performance Fee is subject to deduction of tax at source with TDS Certificates issued by the Company to the Service Provider.

2) <<Special Conditions of the Contract to be inserted as per Chapter 8>>

3) NOTICES AND OTHER CORRESPONDENCES

Any notice and other communication hereunder shall be, in writing, sent by registered mail or other quickest mode of communication available with

confirmation, or conveyed by facsimile transmission to the following address (until notice of some other address is given to the other Party):

Company : MINDSPACE BUSINESS PARKS PRIVATE LIMITED  
Attention : Mr. SUHAS AMBADE  
Address : Plot No.C30, Block G, Opposite SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai 400051.  
Telephone Nos. : 022-2656 4667  
Fax No. : 022-2656 4560  
Email ID : sambade@kraheja.com

Contract Manager : MATRIX INTEGRATED FACILITIES & PROPERTY MANAGEMENT PRIVATE LIMITED  
Attention : Atul Tendulkar  
Address : Plot No.C30, Block G, Opposite SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai 400051.  
Telephone Nos. : 022- 26564838  
Email ID : atendulkar@matrixindia.co.in

Service Provider : << The Contractor's name >>  
Attention : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Nos. : \_\_\_\_\_  
Email ID : \_\_\_\_\_

Any electronic communication shall be deemed to be received on the same day by the other Party, if sent to the above Email IDs (until notice of some other Email ID is given to the other Party) through an electronic/computer system previously used by the addressee.

#### 4) STAMP DUTY AND REGISTRATION CHARGES

The stamp duty applicable to this Agreement or any other document relating to this Agreement shall be borne and paid by the Service Provider alone.

#### 5) COUNTERPARTS

This Agreement shall be executed in two counterparts and both the counterparts taken together shall be deemed to constitute one and the same instrument.



IN WITNESS WHEREOF the Parties hereto have respectively set and subscribed their hands on this Agreement on the day, month and year mentioned herein above.

SIGNED AND DELIVERED ]  
by the within named Company ]  
MINDSPACE BUSINESS PARKS PRIVATE LIMITED ]  
through its authorised signatory ]  
Mr. \_\_\_\_\_ ]  
authorised pursuant to board resolution ]  
dated \_\_\_\_\_ ]  
In the presence of ]

SIGNED AND DELIVERED ]  
by the within named Contract Manager ]  
MATRIX INTEGRATED FACILITIES AND PROPERTY ]  
MANAGEMENT PRIVATE LIMITED ]  
through its authorised signatory ]  
Mr. \_\_\_\_\_ ]  
authorised pursuant to board resolution ]  
dated \_\_\_\_\_ ]  
In the presence of ]

SIGNED AND DELIVERED ]  
by the within named Service Provider ]  
<<The Contractor's name>> ]  
through its authorised signatory ]  
<<Name of the Authorized Signatory>> ]  
In the presence of ]