

Cochin Smart Mission Limited (CSML)

Cochin Smart Mission Limited
10th Floor, Revenue Tower, Park Avenue,
Kochi - 682 011, India.
Phone: 0484-2350355, 2380980
E-mail: csmltenders@gmail.com

TnD No.: CSML/ TND / 2018 /64 /111

Dt:15/11/2018

To:

All participating Applicants

Dear Sir,

Sub: - Minutes of the Pre-Bid Meeting and CORRIGENDUM for the Request for Proposal (RFP) for “Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi” under Smart City Mission. - Reg.

Ref: (1) Tender ID: 2018_KMRL_241719_1
(2) RFP: No. CSML/ Main Roads /RFP/001 Date: 10/10/2018

Other Ref: - (1) Corrigendum-5: TnD No.: CSML/ TND / 2018 /64 /106 Date: 13/11/2018
(2) Corrigendum-4: TnD No.: CSML/ TND / 2018 /64 /101 Date: 31/10/2018
(3) Corrigendum-3: TnD No.: CSML/ TND / 2018 /64 /066 Date: 07/07/2018
(4) Corrigendum-2: TnD No.: CSML/ TND / 2018 /64 /063 Date: 26/06/2018
(5) Corrigendum-1: TnD No.: CSML/ TND / 2018 /64 /057 Date: 11/06/2018
(6) Notice inviting RFP No.: CSML/ICT/RFP/001 Dated: 27/04/2018

With reference to the above, the **Minutes of the Pre-Bid Meeting & CORRIGENDUM** in respect of the above-mentioned Request for Proposal (RFP) is herewith enclosed. The Applicants shall make note of the same and submit their proposals accordingly.

Encl: 1) Minutes of the Pre-Bid Meeting

2) CORRIGENDUM

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Cochin Smart Mission Limited (CSML)

Minutes of the Pre-Bid meeting held 03:00 PM on 24/10/2018 at 10th Floor CSML office for “Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi” under Smart City Mission.

Sl. No.		Designation	Organization
	Members present:		
1	Mrs. Raji	General Manager	Cochin Smart Mission Ltd (CSML)
2	Mr. Ajayakumar	Team Leader	PMC- Smart City Kochi
3	Mrs. Renuka	Construction Manager	PMC- Smart City Kochi
4	Mr. Saubhagya	Procurement Expert	PMC- Smart City Kochi
5	Mr. Paily KK	Road Engineer	PMC- Smart City Kochi
6	Mr. Karunakaran M N	Energy Specialist	PMC- Smart City Kochi
7	Mr. Suneer Vazhayil	Junior Engineer	PMC- Smart City Kochi
8	Mr. Mohanan S	Quantity Surveyor	PMC- Smart City Kochi
9	Mrs. Soumya V Pai	Document Controller	PMC- Smart City Kochi
10	Mrs. Reva Dileep	Junior Support Engineer	PMC- Smart City Kochi
	Representative of firm / agency present		
1	Mr. Albin George	AGM Planning	EKK Infrastructure
2	Mr. Ramesh N	PM	ULCCS

CSML welcomed the members & representatives of the firms to the Pre-Bid Meeting & following clarifications are issued to the points raised (through email) by the firm.

Cochin Smart Mission Limited (CSML)

Pre-Bid Queries & Clarifications for “Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi” under Smart City Mission.

S. No.	RFP Document Reference (Clause No.)	RFP Document Reference (Page No.)	Content of the RFP requiring clarification	Change Requested/ Clarification required	Clarifications
1.	Section III Qualification Criteria - 1.4 EXPERIENCE- 1.4.2 (b) Specific Experience (ELECTRICAL)	93	<p>(b) Participation as contractor, management contractor, or subcontractor, in at least</p> <p>(i) One similar Electrical infrastructure (for Roads) project work of contract value of at least INR 32.00 CRORE OR</p> <p>(ii) Two similar Electrical infrastructure (for Roads) project work of contract value of at least INR 20.00 CRORE OR</p> <p>(iii) Three similar Electrical infrastructure (for Roads) project work of contract value of at least INR 16.00 CRORE within the last Seven (7) years, that have been successfully or are *substantially (as detailed in Section IV) completed. I.e. (from 01st Oct’2011 to 30th Sept 2018) prior to the bid submission deadline,</p>	<p>We have completed as well as executing multiple Infrastructure project of similar nature having HT& LT Lines, Substations, Underground Cable Work for different state utilities. As per your PQ requirement few items like Compact Substation, RMU & Smart Meter (different specs) are part of different executed project. While the same will supplied by OEM and executed under supervision of the OEM. So It is requested to accept the Completion of works only with 11KV / LT lines with any rating distribution transformer and any specification meters to meet the PQ criteria</p>	No change in clause

Cochin Smart Mission Limited (CSML)

			<p>NOTE: For Electrical works, the bidder should possess a valid Electrical license Similar Electrical infrastructure (for Roads) project work implies, Electrical works (for roads) including power cabling covering following works</p> <p>(i) supply, Installation of HT (11 KV) and LT (415 Volts) overhead lines and transformers 500 /250 KVA Compact Substation / Customized Compact Substation RMU, Transformer and Low voltage panels, smart metres</p> <p>(ii) under grounding of HT, LT and data / telephone cables in RCC trench / HDPE ducts.</p>		
2.	<p>Section III Qualification Criteria - 1.4 EXPERIENCE- 1.4.3 (d) Specific Experience (ELECTRICAL)</p>	96	<p>(d) For the above or other contracts executed during the period stipulated in 1.4.2 (a) and (b) above, a minimum experience in the following key activities:</p> <p>Executed in any one year, the following minimum quantities of work (ELECTRICAL);</p> <p>Item of work Quantity HT cable 6600 m LT cables 17100 m 500KVA Compact substation 6 set transformer - 3 phase 500 KVA</p>	<p>We have completed as well as executing multiple Infrastructure project of similar nature having HT& LT Lines, Substations, Underground Cable Work for different state utilities. As per your PQ requirement few items like Compact Substation, RMU, RTU's & Smart Meter not part of executed project in a particular year. While the same will supplied by OEM and executed under supervision of the OEM. So It is requested to consider only above criteria 1.4.2 (b) for qualification</p>	<p>Compact substation and RMU and smart meters are important items of the project. Hence prequalification criteria cannot be relaxed and will remain unchanged. No change in clause.</p>

Cochin Smart Mission Limited (CSML)

			11/0.433 KV 3 No.'s Three Layer OD 160mm HDPE Power Duct 1500 m 11KV RMU 29 No.'s REMOTE TERMINAL UNIT (RTU) 30 No.'s Feeder pillar - Type 1 (Main feeder Pillar (OUT DOOR) TYPE IP-55) 14 No.'s smart energy meters Single phase meter with MMB enclosure 1800 No.'s smart energy meters Three phase meter with MMB enclosure 1200 No.'s 7-Way 40mm HDPE Multi-Way Duct 600 m		
3.	Point no 14 - Preamble to bill of quantity	120	<p>The Bidder shall satisfy himself/herself as to the meaning of every item in the BOQ. The rates and prices inserted in the BOQ by the bidder shall be deemed to cover all costs, taxes, customs and import duties, levies, profits, risks, liabilities, insurance and obligations set forth or implied in the bid including, but not limited to the following:</p> <ul style="list-style-type: none"> i) All labour and Materials including consumables; ii) All temporary work of every description required including over ground pumping and other requirements to avoid disruption to the service whilst maintenance or repair work is carried out; iii) The provision and use of all equipment, tools and Plant of every kind, whether mechanical or 	How is the GST deduction/ reimbursement provision provided?	The bidder is required to quote basic rates and applicable rate of GST (Basic rate is the rate of any item inclusive of all taxes and levies but excluding GST). All statutory deductions viz TDS etc from the bill shall be made by the employer.

Cochin Smart Mission Limited (CSML)

			<p>non-mechanical, required for the expeditious carrying out of the Works in their proper sequence;</p> <p>iv) Provision for scaffolding, staging, guard rails, temporary stairs, temporary access during execution, approach roads up to the Site for the movement of vehicles, and heavy excavation machinery with supporting transport facility;</p> <p>v) Provision for excavation, back-filling, bringing to the Site extra fill for back-fill, making good and reinstating surfaces, disposing of surplus material, dealing with all ground water and wastewater flows, and for work in close proximity to other utility apparatus including protecting that apparatus;</p> <p>vi) Provision for work on corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and reinstatement of surfaces;</p> <p>vii) Cooperation and coordination of the work with related authorities, other contractors and utilities, including obtaining their</p>		
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Cochin Smart Mission Limited (CSML)

			<p>permission before starting the related Works if required; and</p> <p>viii) Providing security arrangements to guard the Site and premises at all times and to maintain strict control on the movement of Materials and labour until the completion of the work.</p>		
4.	Point no 14 – Preamble to bill of quantity vi)	120	(vi) Provision for work on corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and reinstatement of surfaces;	Who is responsible to take approvals from various government departments?	It is the Contractor’s responsibility to take all approvals and the cost associated in taking such approvals shall be deemed to be included in the quoted rates. However, Employer may provide reasonable assistance to the contractor on his request as per Clause 2.2 of GCC on page no 213
	Section VI. General Conditions (GC) 1.17 Compliance with Laws	214	<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the:</p> <p>(a) the Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and</p> <p>(b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and</p>		

Cochin Smart Mission Limited (CSML)

			approvals, as required by the Laws in relation to the indemnify and hold the Procuring Entity, harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.		
5.	Section VI. General Conditions (GC) 9. Deviations, variations and adjustments	314	9. Deviations, variations and adjustments	How is the variation in quantity included in the Estimate?	Pl refer Clause no 9 of GCC "Deviations, variations and adjustments" on page no 310
6.	Section VII. Special Conditions (SC) 7.1 SCC Manner of execution	497	Add the following at the end of the Clause: Contractor should have MOU with 2 quarry owners to supply material without any hindrance. Contractors should have his own manufacturing unit to make precast interlocking tiles with his own yard for casting of tiles & Pre-cast trenches / Drains and Kerb stone	Bidders proposed to remove the clause " Contractors should have his own manufacturing unit to make precast interlocking tiles with his own yard for casting of tiles & Pre-cast trenches / Drains and Kerb stone."	No Change in Clause
7.	Section VII. Special Conditions (SC) 15.15 Total advance payment	503	Total advance payment-5% (Five) Percentage of the Accepted Contract Amount (excluding provisional sum) payable in the currencies and proportions in which the Accepted Contract Amount is payable. Advance payment shall be made in 2 equal instalments. First instalment of 2.5% advance payment will be made after the	Is Mobilisation payment included?	As per clause 15.15 of GCC and also provisioned in contract data on page no 499, advance payment @5% of accepted contract amount in two equal instalments can be provided to the successful bidder.

Cochin Smart Mission Limited (CSML)

		<p>Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Mobilized Project Manager, survey and subsoil investigation crews to the site • Submitted to the approval of Engineer- <p><input type="checkbox"/> List of proposed sub-contractors and their respective agreements ,</p> <p><input type="checkbox"/> proposed construction programme,</p> <p><input type="checkbox"/> mobilization/ deployment schedule,</p> <p><input type="checkbox"/> contractors key personnel, machinery, equipment required for executing the works, Procurement schedule for major materials,</p> <p><input type="checkbox"/> Cash flow forecast statement.</p> <p>After first instalment payment has been utilized as per approved programme (substantiated by relevant documents) contractor can apply for Second instalment.</p> <p>Second instalment of balance 2.5% advance payment will be made after the Contractor fulfilled following conditions.</p> <ul style="list-style-type: none"> • Deployment of personnel, machinery, equipment as per approved deployment schedule. 		
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Cochin Smart Mission Limited (CSML)

			<ul style="list-style-type: none"> Place confirm orders for supply of major materials as per approved Procurement Schedule. 		
8.	General			Electrical - can Equivalent make be used?	Bidder has to provide the equipment of same make & model as mentioned in the RFP. No equivalent make is permitted.
9.	General			Is there any site provision to dump the demolished construction waste? If not how and where to discard the same?	The Contractor has to identify dumping yard for dumping construction waste.
10.	General			Are there any issues of reverse flow from the backwaters to the land during high tide? Are there any special considerations to be considered?	Tidal flow is affecting the water flow in major canals. Reverse flow can sometimes occur in drains also. The successful bidder has to manage the same.
11.				Is there any provision made to shift the utilities or refurbish the utilities that breaks during construction of roadwork and drainage?	As per the clause 13.14 of GCC, "Contractor liable for Damages done and for Imperfections" contractor has to make the same good at his own expense.

Cochin Smart Mission Limited (CSML)

CORRIGENDUM

Project Name: RFP for “Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi” under Smart City Mission.

SL NO	Page No	RFP Volume & Section	Earlier Clause	Additional Clause
1	25	Section I. Instructions to bidders 19. Bid Security	<p>19.2 If a bid security is specified pursuant to Sub-Clause 19.1 ITB,</p> <p>i) the bid security shall be substantially in accordance with forms as specified in the Bid Data Sheet (BDS). Out of various forms specified in BDS, at the Bidder’s option, the same shall be provided in one of the form. Prescribed Forms / Format of bid security included in Section IV Bidding Forms.</p>	<p>19.2 If a bid security is specified pursuant to Sub-Clause 19.1 ITB,</p> <p>i) the bid security shall be substantially in accordance with forms as specified in the Bid Data Sheet (BDS). Out of various forms specified in BDS, at the Bidder’s option, the same shall be provided in one of the form. Prescribed Forms / Format of bid security included in Section IV Bidding Forms.</p> <p>ii) With respect to guarantees issued in favour of CSML, Applicant/contactors/Bidder has to submit the copy of SFMS advice /Swift advice along with the original paper guarantees.</p> <p>iii) SFMS/Swift advice to be issued to our below account with Axis Bank and the paper guarantee will be operative only after receiving the SFMS/Swift advice at our Bank.</p> <p>Bank : Axis Bank Limited</p>

Cochin Smart Mission Limited (CSML)

				Account name : COCHIN SMART MISSION LIMITED Account Number : 918020079716734 IFSC Code : UTIB0000081 Branch : Kochi Branch Swift Code : AXISINBB081
2	172	Format of Consortium Agreement	DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM	Pls. see Annexure 1

Firm / agency are hereby once again reminded that, offer / proposals shall be submitted by the Bidder keeping in mind the clarifications & CORRIGENDUM issued.

For further updates visit website www.etenders.kerala.gov.in, www.csml.co.in, www.kochimetro.org -Under organization name – “ Kochi Metro Rail Ltd”.

Cochin Smart Mission Limited

Annexure 1

Format of Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

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

WHEREAS CSML, has issued a NIT [Date] from the Applicants interested in Bid for "Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi":

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the Bid "Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Bid for "Development of Smart Roads & Other Roads in Ernakulam under Smart City Mission, Kochi" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the Authority.
 - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract

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

Party A or Lead Partner: Financial responsibility: -----(Minimum 51%)
Profit / loss sharing ratio: -----

Party B : Financial responsibility: -----(Minimum 15%)
Profit / loss sharing ratio: -----

Party C : Financial responsibility: ----- (Minimum 15%)
Profit / loss sharing ratio: -----

- vi. All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.
- vii. The members in the proportion as mention in clause-v shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.
- viii. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- ix. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
 - Party A:
 - Party B:
 - Party C:
- x. That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:
 - Party A:
 - Party B:
 - Party C:
- xi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xii. That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

(Party of the first part)

(Party of the second part)

(Party of the third part)

Witness:

i.

ii.