



Cochin Smart Mission Limited (CSML)

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CORRIGENDUM-14

TnD No.: CSML/ TND / 2018 /64 /110

Date: 15/11/2018

Tender Reference Number: CSML/ICT/RFP/001 Dated: 27/04/2018

Tender ID: 2018_KMRL_206409_1

Corrigendum-1: TnD No.: CSML/ TND / 2018 /64 /037 Date: 10/05/2018

Corrigendum-2: TnD No.: CSML/ TND / 2018 /64 /044 Date: 16/05/2018

Corrigendum-3: TnD No.: CSML/ TND / 2018 /64 /056 Date: 06/06/2018

Corrigendum-4: TnD No.: CSML/ TND / 2018 /64 /065 Date: 07/07/2018

Corrigendum-5: TnD No.: CSML/ TND / 2018 /64 /073 Date: 02/08/2018

Corrigendum-6: TnD No.: CSML/ TND / 2018 /64 /082 Date: 30/08/2018

Corrigendum-7: TnD No.: CSML/ TND / 2018 /64 /087 Date: 19/09/2018

Corrigendum-8: TnD No.: CSML/ TND / 2018 /64 /094 Date: 09/10/2018

Corrigendum-9: TnD No.: CSML/ TND / 2018 /64 /096 Date: 15/10/2018

Corrigendum-10: TnD No.: CSML/ TND / 2018 /64 /098 Date: 26/10/2018

Corrigendum-11: TnD No.: CSML/ TND / 2018 /64 /0103 Date: 08/11/2018

Corrigendum-12: TnD No.: CSML/ TND / 2018 /64 /0104 Date: 09/11/2018

Corrigendum-13: TnD No.: CSML/ TND / 2018 /64 /0109 Date: 14/11/2018

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Project Name: RFP for Selection of Master System Integrator for Establishment of Integrated Command, Control and Communication Centre (IC4) in Kochi

SL NO	Page No	RFP Volume & Section	Earlier Clause	Revised Clause
1	5 of Corrigendum 9 & 30 of RFP	Point No. 5 of Corrigendum 9 & 1.2.5 BID PRICE	Commercial Bid / Financial proposal shall be as per the BOQ format detailed in Annexure 3. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between CSML and the Bidder.	Commercial Bid / Financial proposal shall be as per the BOQ format detailed in Annexure 3. The Bid Price shall be inclusive of all taxes, levies etc.
2	29	Section I. Instructions to bidders 1.2.2 EARNEST MONEY DEPOSIT (EMD)	1. In terms of this RFP, a Bidder is required to submit EMD of Rs.1,00,00,000 (Rupees One Crore Only) in the form of Bank guarantee issued by a scheduled commercial bank in India in the format provided in Annexure 7 of the RFP. Scanned copy of EMD should be submitted on e-procurement system (https://etenders.kerala.gov.in) and original hard copy should be submitted to CSML before stipulated date and time. No exemption for submitting the EMD will be given to any agency.	1. In terms of this RFP, a Bidder is required to submit EMD of Rs.1,00,00,000 (Rupees One Crore Only) in the form of Bank guarantee issued by a scheduled commercial bank in India in the format provided in Annexure 7 of the RFP. Scanned copy of EMD should be submitted on e-procurement system (https://etenders.kerala.gov.in) and original hard copy should be submitted to CSML before stipulated date and time. No exemption for submitting the

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		<p>Bid security in any other form will not be entertained.</p> <p>2. The Unsuccessful Bidder's EMD will be returned on issue of, Letter of Acceptance (LOA) to the Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.</p> <p>3. No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it</p> <p>4. The Bid submitted without EMD, mentioned above, will be summarily rejected</p> <p>5. The EMD may be forfeited:</p> <p>a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.</p>	<p>EMD will be given to any agency. Bid security in any other form will not be entertained.</p> <p>2. The Unsuccessful Bidder's EMD will be returned on signing of contract with the Successful bidder. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Annexure 8 of the RFP.</p> <p>3. No interest will be paid by AUTHORITY on the EMD amount and EMD will be refunded to all Bidders (including the successful bidders) without any accrued interest on it</p> <p>4. The Bid submitted without EMD, mentioned above, will be summarily rejected</p> <p>5. The EMD may be forfeited:</p> <p>a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.</p>
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			<p>b) In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.</p> <p>c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions.</p> <p>e) If the bidder does not agree to correct arithmetic error.</p> <p>6. The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.</p>	<p>b) In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.</p> <p>c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.</p> <p>d) If, during the bid process, any information is found false / fraudulent / mala-fide, and then AUTHORITY shall reject the bid and, if necessary, initiate action as per applicable provisions.</p> <p>e) If the bidder does not agree to correct arithmetic error.</p> <p>6. The decision of AUTHORITY regarding forfeiture of the EMD shall be final and binding upon bidders.</p> <p>7. 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>
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				<p>8. 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 Account name : COCHIN SMART MISSION LIMITED Account Number : 918020079716734 IFSC Code : UTIB0000081 Branch : Kochi Branch Swift Code : AXISINBB081</p>
3	7 of Corrigendum 9 & 67 of RFP	Point No.11 of Corrigendum 9 & 1.3.14 TECHNICAL EVALUATION CRITERIA / FRAMEWORK - D- Command Center Application	<p>Proposed platform for City Control and Command Centre by bidder should have been deployed in India or abroad in last 5 years. The platform should be deployed with at least any 3 unique and relevant use cases of the following like Smart Lighting, Parking, environment, Parking video nodes, Video Surveillance, Smart Card, Wi-Fi , Smart Energy, Smart Water, Smart Waste Management Environment Monitoring, Citizen Service Delivery, Mobile work-force management, KPI Monitoring & Executive Dashboards and law enforcement.</p> <ul style="list-style-type: none"> • 5 citations (with 2 hosted on cloud) = 100 	<p>Proposed platform for City Control and Command Centre by bidder should have been deployed in India or abroad in last 5 years. The platform (Command and control centre/Enterprise integration platform along with analytics) should be deployed with at least any 3 unique and relevant use cases of any of the following like, Smart Lighting, Parking, environment, Parking video nodes, Video Surveillance, Smart Card, Wi-Fi, Smart Energy, Smart Water, Smart Waste Management Environment Monitoring, GIS, Citizen Service Delivery, Mobile work-force management, KPI Monitoring & Executive Dashboards and law enforcement.</p>

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		<p>OEM and CSP Credentials- 2) Common Command Center Application Platform Experience and Capabilities</p>	<p>marks,</p> <ul style="list-style-type: none"> • 4 citations = 80 marks, • 3 citations = 60 marks, • 2 citation = 40 marks • else 0 Marks <p>Bidder to submit Case study + Copy of work order/Client certificate detailing Scope & value from platform OEM along with name of cities and details of use cases being handled. In Case of ongoing project Case study + Copy of work order + Assignment Details as per the format to be provided. In Case of completed project Case study + Copy of work order + Assignment Details as per the format provided.+ Completion Certificate</p> <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate of OEM providing details of Scope of work and Value & phase of project.</p> <p>It is expected that at the time of actual execution of this RFP, all the commitments given by bidder will be adhered.</p>	<ul style="list-style-type: none"> • 5 citations = 100 marks, • 4 citations = 80 marks, • 3 citations = 60 marks, • 2 citation = 40 marks • else 0 Marks <p>Bidder to submit Case study + Copy of work order/Client certificate detailing Scope & value from platform OEM along with name of cities and details of use cases being handled. In Case of ongoing project Case study + Copy of work order + Assignment Details as per the format to be provided. In Case of completed project Case study + Copy of work order + Assignment Details as per the format provided.+ Completion Certificate</p> <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate of OEM providing details of Scope of work and Value & phase of project.</p> <p>It is expected that at the time of actual execution of this RFP, all the commitments given by bidder will be adhered. <u>Name of city /PSU/Utility /Campus/Metro /Any govt or private entity to mentioned.</u></p>
4	15 of Corrigendum 9	Point No.26 of Corrigendum 9 &	Refer corrigendum 9 Annexure 2	<p>The payment schedule provided in the Corrigendum 9 stands deleted.</p> <p>The revised Payment schedule is attached as Annexure 1 of Corrigendum 14</p>

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	& 126 of RFP	3.3 Payment Schedule		
5	15 of Corrigendum 9 & 151 of RFP	Point No.27 of Corrigendum 9 & 3.4.18 TAXES	a) MSI shall bear all personnel taxes levied or imposed on its personnel, or any other member of MSI's Team, etc. on account of payment received under the Contract. MSI shall bear all corporate taxes, levied or imposed on MSI on account of payments received by it from the designated authority for the work done under the Contract. The MSI shall bear all taxes and duties etc. levied or imposed on the MSI under the Contract including but not limited to Customs duty, Excise duty and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the designated authority for work done under the Contract. The MSI shall also be responsible for having his Sub-Contractors if allowed / applicable under its Sub-Contract(s) to pay all applicable taxes on account of payment received by the Sub- Contractors from the MSI for works done under the Sub-contracts in relation to this Agreement and the designated authority will in no case bear any responsibility for such payment of taxes.	(a) The MSI shall bear all taxes and duties etc. levied or imposed on the MSI under the Contract on account of payments received by him from the designated authority for work done under the Contract. <u>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.</u> The MSI shall also be responsible for having his Sub-Contractors if allowed / Applicable under its Sub-Contract(s) to pay all applicable taxes on account of payment received by the Sub-Contractors from the MSI for works done under the Sub-contracts in relation to this Agreement and the designated authority will in no case bear any responsibility for such payment of taxes.

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6	72 of prebid minutes & 152 of RFP	Point No.142 of prebid minutes & 3.4.18 TAXES	f) Supplies of materials from abroad are exempted from levy of Sales Tax/VAT on works/works Contract tax (Central or state). However, the Sales Tax/VAT on works (central or state) if levied on supplies made from indigenous vendors for the works shall be borne by MSI within the Contract Price. Service Tax/ Terminal Sales Tax/ Works Contract Tax, etc., if any applicable, shall be payable extra, at actuals by the designated authority in accordance with the conditions of the Contract and upon submission of proof of payment of such taxes.	f) Any taxes levied on supplies of materials for the works shall be borne by MSI and the eligible input tax credits to MSI has to be deducted while arriving at the contract price.
7	16 of Corrigendum 9 & 163 of RFP	Point No.28 of Corrigendum 9 & 3.4.27 INSURANCE	(a) The Goods supplied under this Contract shall be comprehensively insured by MSI at his own cost, against any loss or damage, for the entire period of the contract. MSI shall submit to the designated authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.	The Goods supplied under this Contract shall be comprehensively insured by MSI at his own cost, against any loss or damage, for the entire period of the contract. MSI shall submit to the designated authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken. <u>The Comprehensive insurance shall also include following but not limited to damages caused by fire, earthquake and flood.</u>
8	2	Point No.3 of Addendum 1	Kochi Smart Citizen (App)	This clause stand deleted

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	<p>of Addendum 1 & 270 of RFP</p>	<p>&</p> <p>Annexure12 Additional Functional Requirements and Integration Scope</p> <p>Proposed ICT based systems of Kochi Smart City and integration scope</p> <p>Kochi Smart Citizen (App)</p>	<p>Kochi Citizen is a mobile application. It is an integrated platform enabling and promoting —Collaborative Participatory Governance, Centralized Citizen Service Delivery, Live City Feeds, Citizen Grievance Redressal, etc. The goal of the platform is to make citizen engagement an integral part of policy planning and implementation.</p> <p>Following are the key features of Kochi Smart Citizen:</p> <ul style="list-style-type: none"> ☑ Citizen Collaboration platform ☑ Citizen Services (G2C & B2C) ☑ Smart city dashboard ☑ Grievance Redressal ☑ Integration with external apps (Kochi 1 of Metro, eHealth, other private and public apps) <p>Following clauses are added after key features of Kochi Smart Citizen:</p> <p>“The Smart city mobile app will be using BHIM platform. The app will be operable using Aadhaar pay at the CSCs (Akshaya) for digitally illiterate citizens. Thus, the app will be inclusive of all citizens, all technologies and at zero transaction fee making it efficient, convenient and cheap to use.</p>	
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			<p>The solution provided by the MSI will include various payment related aspects including Civic payments, taxes, Utilities bills payments etc. as well as non-civic payments. The technology will support Mobile based solutions for E-Governance services (at Akshaya CSCs). The proposed solution should cover the planned City Mobile Application with integration with existing and new payment technologies including UPI, BBPS, BHIM, QR and Aadhaar based payment for enabling an efficient e-Governance. Integration with BBPS platform will enable payment of bills through one platform. Payment solutions will seamlessly integrate with Govt departments and shall be used for all sorts of Civic payments including Taxes, e-challan as well other Non-civ payments like retails.”</p> <p>Development of Smart Kochi Mobile payment app will enable all citizens to access all common services across the nation. Smart Kochi mobile app is designed in line with directions of MoUD, MeitY and NPCI to provide a uniform platform across other cities in the nation. Smart Kochi shall be open, inclusive and citizen friendly and inclusive of all banks. Smart Kochi conforms to all types of technologies, all types of financial transactions and all types of users (including digitally illiterate). It is integrated to BBPS</p>	
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			(Bharat Bill Payment System) which caters to all types of utility bills on one platform (KSEB included). Smart Kochi will be based on UPI 2.0 which ensures there is negligible or no transaction fee making it most citizen friendly. Smart Kochi is integrated to BBPS which will enable the citizens of Kochi to get all services of other cities which are integrated to NPCI. Smart Kochi shall try to include all the online payment functions of NCMC card through the mobile app.	
9	RFP page No. 214	Annexure 1.5 - Consortium Agreement	DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM	Please see Annexure 2 of Corrigendum 14
10	23 of Corrigendum 9	Point No.44 of Corrigendum 9 & BOQ item no. 1.01	“Procurement and Implementation of Commercially Off the Shelf (COTS) Integrated Command Control and Communication Center applications as per the Compliance Matrix detailed in the RFP along with requisite licenses of all software components of the platform as per scope of work- technical specifications and connected annexures including warranty of five years (including GIS, mobile app , Project Management System and mail server, Citizen portal, application for Solid waste Management etc.) It also includes all the connected accessories, equipment, software and services”	“Procurement and Implementation of Commercially Off the Shelf (COTS) Integrated Command Control and Communication Center applications as per the Compliance Matrix detailed in the RFP along with requisite licenses of all software components of the platform as per scope of work- technical specifications and connected annexures including warranty of five years (including GIS, Project Management System and mail server, Citizen portal, application for Solid waste Management etc.) It also includes all the connected accessories, equipment, software and services”



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

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Annexure 1 of Corrigendum 14

1.1 PAYMENT SCHEDULE

IC4: Project Payment Schedule

Item No.	Item Description	Payment Schedule - % of the corresponding item value provided in contract	
1	Capital Cost		
1.01	Procurement and Implementation of Commercially Off the Shelf (COTS) Integrated Command Control and Communication Center applications as per the Compliance Matrix detailed in the RFP along with requisite licenses of all software components of the platform as per scope of work- technical specifications and connected annexures including warranty of five years(including GIS, Project Management System and mail server, Citizen portal, application for Solid waste Management etc.) It also includes all the connected accessories, equipment, software and services	Inception Report	10%
		High Level Architecture of the solution as mentioned in the RFP.	10%
		FRS/SRS for IC4 and other applications in the RFP. Readiness of Cloud based DC and DR	20%
		IC4 and other Applications of RFP ready with existing applications integrated.	60%
1.02	Implementation and Integration of services for the application software including Aadhaar , Akshaya centers for delivery of services as per scope of work described in technical specifications and connected annexures	Inception Report	20%
		FRS/SRS of the solution	20%
		Set up of the Aadhaar User Services Development application and integration for Aadhaar services ,	60%
		Integration Akshaya for delivery of services	

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1.03	City Command center (including Connected works) design and build as per scope of work described in technical specifications and connected annexures	Inception Report including design of the Command control Room including 3D modelling	20%
		Set up of the City Command center (including Connected works) as per design as per scope of work described in technical specifications and connected annexures	80%
1.04	Training and capacity building as per scope of work described in technical specifications and connected annexures.	On 100% completion of Training and hand holding activities – 100%	
2			
2.01	Cloud hosting for the duration of contract as per scope of work described in technical specifications and connected annexures	To be paid 5% quarterly as per SLA for 60 months	
2.02	Application maintenance, helpdesk, manpower for operations and maintenance as per scope of work described in technical specifications and connected annexures	To be paid 5% quarterly as per SLA for 60 months	
2.03	Bandwidth for connectivity (Will be paid directly to telco as per actual billing based on quoted rates under tri-party agreement between Kochi smart city ltd, bidder and telco) per year for 16 Mbps.(per Mbps cost shall be arrived at for scalability purpose) as per scope of work described in technical specifications and connected annexures	To be paid quarterly as per actual billing limited to total (item no. 2.03 of BOQ) contract value.	

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2.04	Software Support and subscription as per the cost of the software also (as per scope of work-technical specifications and connected annexures)	Annual Technical Support and subscription as % of the cost Applicable after five years also (as per scope of work-technical specifications and connected annexures)	To be paid annually limited to total (item no. 2.04 of BOQ) contact value
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Note – Payment of the capital cost will be limited to 50% of the total contract value on completion and going live and balance shall be paid in equated instalments during the five years operation and maintenance period.

Annexure 2 of Corrigendum 14

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 as " ") and having office at [Address], as Party of the Second Part and ----- (hereinafter referred 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 Request for Proposal dated [Date] (RFP) from the Applicants interested in RFP for “Selection of Master System Integrator for Establishment of Integrated Command, Control and Communication Centre (IC4) in Kochi” under Smart City Mission”:

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 “RFP “Selection of Master System Integrator for Establishment of Integrated Command, Control and Communication Centre (IC4) in Kochi” under Smart City Mission 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 “RFP for “Selection of Master System Integrator for Establishment of Integrated Command, Control and Communication Centre (IC4) in Kochi” under Smart City Mission 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:

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- 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: -----
Profit / loss sharing ratio: -----

Party C : Financial responsibility: -----
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.



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- 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.