

# Rate Contract Tender Document

For

**Supply and Installation of different capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayats across Telangana state**

**Tender no. TSREDCO/ SSL /01/2018-19, Dated. 19.06.2018.**

**Last Date of Submission: 09/07/2018 at 3 .00 PM**

Name of the Firm: \_\_\_\_\_



**Telangana State Renewable Energy Development Corporation Ltd.,  
(TSREDCO)**

Regd. Office: Visvesvaraya Bhavan, 2<sup>nd</sup> floor,  
The Institution of Engineers Building, Khairatabad,  
Hyderabad - 500 004. (TS)  
TEL: +91-40-2320 1502 / 03  
FAX: +91-40-2320 1504

Email: [pd@tsredco.telangana.gov.in](mailto:pd@tsredco.telangana.gov.in), [consultant@tsredco.telangana.gov.in](mailto:consultant@tsredco.telangana.gov.in)

Website: [tsredco.telangana.gov.in](http://tsredco.telangana.gov.in)

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## **Rate Contract Tender for**

### **Supply and Installation of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state**

Sealed tenders are invited on rate contract basis for empanelment for the Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state from manufacturers/suppliers. The interested manufacturers/suppliers are required to submit details of proposal for the above assignment as per formats provided at Part-IV, V& VI. Please write prominently on the envelope the subject i.e. Rate Contract Tender for the Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state. Your proposal should reach the following address on or before **July 09, 2018 by 3.00PM.**

**The VC & Managing Director,  
Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)  
6-2-910, Vishvesharaya Bhavan,  
Khairatabad, Hyderabad-500 004**

**Covering Letter**  
(On company Letter head)

**From**

**To**

**Sir,**

I/We have read the complete tender and I/ we understood the complete tender document.

I/We hereby submit tender to take up the assignment, under the annexed general conditions of contract and as per the guidelines issued, the whole of the work referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by TSREDCO, Hyderabad; at the rates quoted. The work will be delivered within the time and at the places specified by TSREDCO.

We hereby submit our offer in full compliance with terms & conditions of the attached tender. The tender is being submitted in two separate and sealed envelopes marked Envelope-I (Technical Bid) & Envelope-II (Financial Bid).

\*I/We am/are remitting/have separately remitted the required amount of **INR.1,50,000/-** as earnest money.

Yours faithfully,

Signature  
with Stamp

Address

Date

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### Bid Information Sheet

S.No.	Particulars	Details
1.	Name of the Company	Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)
2.	Tender Ref No	<b>TSREDCO/ SSL /01/2018-19, Dated. 19 .06.2018</b>
3.	Name of the work	Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state
4.	Minimum Eligibility Criteria	Reputed suppliers / manufacturers / System Integrators.
5.	Tender Type	Open/Rate Contract.
6.	Period of Contract	Up to 31/03/2019
7.	Cost of tender document	<b>INR 10,000 + GST @ 18% by way of DD, drawn in favour of TSREDCO, Payable at Hyderabad.</b>
8.	Last date & time of submission	09/07/2018 by 3.00 PM
9.	Bid Security Deposit (EMD)	Bid Security for INR. 1.50 Lakhs by way of Demand Draft only in favour of TSREDCO, payable at Hyderabad shall be submitted along with Technical Bid. Firms claiming Exemptions for Bid Security shall submit letter from NSIC/ SSI certificate.
10.	Validity of offer for acceptance	90 days from the date of opening of Financial bid.
11.	Technical Bid Opening Date and Time	<b>09/07/2018 at 4.00 PM</b> at registered office of TSREDCO, Hyderabad
12.	Financial Bid Opening Date and Time	Will be intimated later those who have qualified in Technical bid.
13.	Security Deposit	INR.1,50,000 /- by way of Demand Draft drawn in favour of TSREDCO, payable at Hyderabad. (D.D Only)
14.	Place of Opening of Tender	O/o VC & Managing Director, TSREDCO, Hyderabad.
15.	Address	6-2-910, II floor, Vishveshwaraya Bhavan, Khairatabad, Hyderabad-500 004

**Important Note:**

*All the details and information (attachments) as per requirement mentioned in the tender document shall be placed in the respective Annexures and reference shall be mentioned in the respective locations in the bid. All the annexures shall be submitted in Envelope I. i.e., along with technical bid. All pages of the Technical Bid shall be organised section-wise, annexed with proof documents, serially numbered and stitched/ spiral bound intact and submitted) Loose pages shall not be accepted. The allocation of the works under this rate contract is purely as per the decision of VC&MD TSREDCO or as per the directions/guidelines of Funding Authority.*

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## General Conditions

### 1. Tender Number & Title

Tender no. **TSREDCO/ SSL/01/2018-19, Dated.19.06.2018. Tender Title:** Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayats across Telangana state.

### 2. Background

TSREDCO as the State Designated Agency (SDA) of Bureau of Energy Efficiency (BEE), Ministry of Power, Govt. of India to coordinate, regulate and enforce the provisions of the Energy Conservation Act-2001 and to implement the Govt. schemes under the said Act within the State of Telangana. Accordingly, TSREDCO is installing Energy Efficient LED streetlights across Telangana State under various schemes such as RURBAN, MP LADs, MLA Funds, CSR funds etc.

The Government of India has launched Shyam Prasad Mukerji, RURBAN Mission with a vision of Development of cluster villages that preserve and nature the essence of rural community life with focus on equity and inclusiveness without compromising with the facilities perceived to be essentiality urban in nature.

### 3. Submission of Tender/Instruction to tenderer

The Bid shall be submitted in two parts, viz.

- Envelope I: “Technical Bid”.
- Envelope II: “Financial Bid and
- Both the Envelopes I & II to be placed and sealed in outermost Envelope

The Technical and Financial Bids should be submitted in separate envelope and should be addressed to

**The Vice Chairman & Managing Director**

Telangana State Renewable Energy Development Corporation (TSREDCO)

D.No. 6-2-910, Visvesvaraya Bhavan, II floor

The Institution of Engineers Building, Khairatabad, Hyderabad

Telangana State, India - 500 004.

in a sealed cover with the tender number and title duly super scribed on each cover and the Outermost Envelope shall be super scribed with **“Rate Contract Tender for Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayats across Telangana state” Tender No: TSREDCO/ SSL/01/2018-19, Dated. 19.06.2018**

**The Technical bid in Envelope shall contain:**

1. Covering letter duly signed by the authorized signatory and stamped in the letter head of the tenderer.
2. Earnest Money Deposit of INR.1,50,000 shall be paid through DD in favour of TSREDCO payable at Hyderabad.
3. Cost of tender form, INR. 10,000 + GST@18% shall be paid through DD in favour of TSREDCO payable at Hyderabad.
4. The tender documents duly signed by authorized signatory in each page, and hard copy shall be submitted.
5. All the annexures of the tender as per the conditions shall be submitted along with respective supportive documents (The Financial bid as per annexure 10 shall not be submitted with technical bid)
6. *Envelope I which contains all the enclosures, as mentioned above, shall be sealed and super scribed as “Technical bid”*
7. The successful tenderer shall submit duly signed Agreement in Stamp paper as per Annexure-5 by the authorized authority after completion of bidding process or as intimated by TSREDCO.

**The Financial bid in Envelope II:**

The price shall be quoted in figures as well as in words and the same to be enclosed in *envelope II duly super scribed as “Financial bid”*. This envelope should be sealed and stamped.

**Contents of Envelope III (outermost envelope)**

The Envelop III shall be super scribed as “tender no. **TSREDCO/ SSL /01/2018-19, Dated. 19.06.2018** and Rate contract tender for Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayats across Telangana state.” and *shall contain sealed Envelopes I & II and the outermost envelope shall be sealed.*

**Specific Instruction to Tenderers**

1. Late submissions or incomplete tender shall be rejected
2. The tender without Earnest Money Deposit shall be rejected.
3. Each tenderer should submit only one (1) tender. Any tenderer, who submits or participates in more than one bid for the work would be disqualified.
4. The tenderer shall be responsible for all the costs associated with the preparation of its



bid and its participation in the bidding process. TSREDCO, Hyderabad will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

5. The tenderer should carry out the complete scope of work in its entirety

#### **4. Tender Documents**

##### **4.1 Content of Tender Document**

4.1.1 The tender procedure and contract terms are prescribed in the tender document. In addition to the invitation of tender, the tender document includes the various other documents as given in the table of general particulars of tenderer which is provided in subsequent section.

4.1.2 The tenderer is expected to examine all instructions, terms and conditions, specifications, forms and formats etc. as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

4.1.3 The tender document shall be downloaded from the website "[tsredco.telangana.gov.in](http://tsredco.telangana.gov.in)". The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

##### **4.2 Clarification of Tender document**

4.2.1 Any prospective tenderer requiring any clarification on the tender document regarding various provisions/requirements/ preparation/ submission of the tender, may contact TSREDCO in writing by letter or fax/ email before 48 hours of closing time of the tender. Queries received later shall not be entertained.

4.2.2 Verbal clarifications and information shall not be entertained in any way

##### **4.3 Amendments in Tender document**

4.3.1 At any time prior to the due date for submission of the tender or even prior to the opening of the technical bid, TSREDCO may for any reason, whether at its own initiative or as a result of a request for clarification/ suggestion by a prospective tenderer, amend the tender document by issuing a notice.

4.3.2 The amendments will be notified on the website at least 2 days before the proposed date of submission of the tender. TSREDCO will bear no responsibility or liability arising out

of non-receipt of the information in time or otherwise. If any amendment is required to be notified within 2 days of the proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time, however TSREDCO has right to amend as per the requirement before the bid submission.

4.3.3 In case amendments is notified after submission of the tender (prior to the opening of financial bids), all the tenders received by TSREDCO shall be returned in sealed condition to the concerned tenderers through registered post or courier or handed over for getting their offer revised according to the amended terms and conditions.

All the notices related to this tender which are required to be publicized shall be uploaded only on [tsredco.telangana.gov.in](http://tsredco.telangana.gov.in)

## **5. Preparation of Tender**

### **5.1 Language of Tender and Measure**

The tender prepared by the tenderer along with all the related documents shall be in English. Unit measurements shall be metric in accordance with SI System. However all correspondence between the tenderer and TSREDCO shall also be in English/Telugu.

### **5.2 Earnest Money Deposit**

5.2.1 Every tenderer should send along with his tender, an earnest money as specified in the Bid Information sheet. The amount shall be paid through DD in favour of TSREDCO payable at Hyderabad. No interest shall be paid by TSREDCO on the amount of earnest money deposit deposition.

5.2.2 Wholly owned Telangana Government organizations, on furnishing proof of such registration and also furnishing certificates from the concerned Head of the Organization about the soundness, capability and reliability to undertake similar assignments/services/contracts will be exempted from furnishing earnest money deposits in support of tenders submitted by them.

### **5.3 Tender Schedule**

Details of tender schedule are as follows:

Tender Submission last date	<b>09/07/2018 at 3:00 PM</b>
Technical Bid Opening on	<b>09/07/2018 at 4:00 PM</b>

### **5.4 Period of Validity of Tender**

5.4.1 Validity of the Tender should be up to one year from the proposed date of opening of the Financial bid.

5.4.2 In exceptional circumstances, TSREDCO may solicit the consent of the tenderers to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

## **5.5 Formats and Signing of Tender**

5.5.1 The tender must contain the name and places of business of the firm/ person /persons participating in the tender and must be signed and sealed by the Tenderer with his usual signature. The name and designation of all persons signing the tender document should be written below every signature. Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.

5.5.2 The original copy of the tender should be typed or written in indelible ink and must be signed with the legal name of the corporation/ company by the President/ Managing Director/ Secretary of the firm or a person duly authorized to bid. In case of authorized person, the latest letter of authorization, not less than 6 months from the date of tender, by written power-of-attorney should be enclosed with the technical bid of the tender. The person or persons signing the tender shall initial all pages of the tender document.

5.5.3 The tender shall contain no interlink actions, erasers or overwriting except as necessary to correct the errors made by the tenderer in the preparation of tender. The person or persons signing the tender shall also sign at all such corrections.

## **5.6 Price and Currencies**

The tenderer shall have to submit their rates in Indian Rupees only including all latest applicable taxes & duties of Govt. of Telangana as well as Govt. of India. Moreover, TSREDCO will not be responsible for providing Road permits. It is to be obtained by the selected bidder only and necessary Entry Tax (as admissible) will have to be borne by the selected bidder if any. The rate should be quoted on the prescribed format for Financial Bid (Part-II) attached to this tender document.

## **6. Eligible Tenderers**

Tenders are invited from Reputed manufacturers /TSREDCO empanelled integrators those who have undertaken the similar type of works.

The Tenderer shall provide sufficient documentary evidences to satisfy the following conditions:

The Tender shall

- a) Fulfil the terms and conditions of eligibility as an indigenous manufacturer/

suppliers as contractor/System integrator in the field.

- b) Has adequate plant and manufacturing capacity available, to perform the works properly and expeditiously within the time frame specified by TSREDCO.
- c) Has established quality assurance systems and organization designed to achieve high level of equipment reliability in manufacturing of the Systems.
- d) Has adequate financial stability and status to meet the financial obligations Pursuant to the scope of work. **The firm must have average annual turnover of minimum Rupees One Crore during the last three financial years. Relevant documents certified by a chartered Accountant shall be enclosed.**
- e) Has experience of manufacturing/supply and maintenance /after sale services in the field of installation and commissioning of street lights along with ON/OFF system in the last three years. The details must be submitted in the proforma given in Technical-Bid section of tender document along with proof of relevant documents. However, VC & MD- TSREDCO has right to take any decision on eligibility criteria.
- f) Has adequate field service setup to provide good after sale services including necessary repair and maintenance in the state of Telangana. ***The details of local office address along with persons working with phone numbers shall be enclosed along with technical bid.***
- g) Has Valid Test Certificates of the ON/OFF Switch components as specified and required in the Technical- Bid of this tender document and ***the same should be enclosed along with technical bid.***

In case of suppliers/ system integrators, an authorisation certificate from OEM (Original Equipment Manufacturer)/ authorised letter from distributor of respective manufacturer shall be provided for all the equipment supplied.

The above stated requirements are to be fulfilled by the tenderer and TSREDCO may also ask for any additional information as may be deemed necessary in public interest.

## **7. Terms of Contract**

### **7.1 Evaluation criterion**

The empanelment of tenderer shall be finalized on the basis of total cost of ON/OFF Switch including supply, installation, commissioning with the warranty as offered by the tenderer in his Financial Bid for various capacities.

### **7.2 Notification of Empanelment**

Prior to the expiry of validity period of offer, TSREDCO will notify the successful tenderer

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through registered post/Email/ Fax that he is empanelled as one of the tenderers accepted to supply & installation of ON/OFF Switches for LED streetlights.

### **7.3 Banning of business deal:**

The successful bidder will be banned from business with TSREDCO if any of the particulars produced by the bidder such as Auditor Certificate, Annual account, GST Certificate, Test certificates, etc. are found to be incorrect, or if there is breach of any of the conditions in the contract

### **7.4 Award of Work Contract**

Before empanelment as approved tenderer, an agreement shall be signed between TSREDCO and the tenderer. The denial of the lowest bidder to undertake the whole work shall be treated as breach of contract and TSREDCO may forfeit Bid Security/EMD submitted by him.

### **7.5 Right to accept/reject any or all tenders.**

TSREDCO reserves all the right to reject any or all the tenders, accept any tender in total or in part.

### **7.6 Expenses of Agreement**

The respective suppliers shall pay all the expenses of stamp duties and other requirements for signing the agreement with TSREDCO.

### **7.7 Execution of Agreement of Empanelment**

- a. The Successful Bidder shall execute an agreement of empanelment in the Rs.200 worth non-judicial stamp paper of Telangana Jurisdiction only in the name of the Tenderer, within 15 days from the date of Letter of Intimation about qualification by TSREDCO.
- b. The Successful Bidder shall not assign or make over the empanelment, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TSREDCO. TSREDCO reserves its right to cancel the empanelment either in part or full, if this condition is violated.
- c. In case of the successful bidder fails to execute necessary agreements as prescribed, within the stipulated period, then his Bid Security/EMD shall be forfeited and his tender held as non-responsive.

### **7.8 Issue of Letter of Empanelment**

After execution of the Agreement and payment of Security Deposit, the name of successful bidder(s) with price will be displayed in website of TSREDCO and a letter of empanelment will be sent to the qualified tenderer.

### **7.9 Scope of Work:**

- a. Supply, installation and commissioning of various capacities (as mentioned in financial bid) of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state. All the works related to the proper installation and functioning of the system shall have to be carried out by the contractor in the prices offered by him.
- b. The successful bidder will make all necessary arrangements for satisfactory operation, maintenance and performance of the system during 2 years warranty period and after 3 years AMC.
- c. Rectification of all the defects developed in system during warranty period shall have to be done by the successful bidder promptly, at the most within 7 days from the date of receipt of compliant.
- d. Warranty will include transport/rectification/replacement of all the defective and consumable components/items.
- e. All the non-functional parts/ materials/ items replaced during the warranty period shall be the property of the successful bidder.
- f. A leaflet containing the details of the service centers shall be provided to each purchaser as well as to TSREDCO.

If the operation or use of the system proves to be unsatisfactory during the warranty period and AMC , the installer shall replace the faulty ones or carry out necessary repairs as per the warranty/AMC terms and conditions

### **8. Opening of Tender**

The Technical bid will be opened on the day and time noted above, at TSREDCO, in the presence of such of those tenderer or their nominees who may be present at that time. If the opening day of the tender falls to be a holiday the tender shall be opened on the next working day at the same time and venue. After evaluation, the financial bids of only technically qualified tenderers will be opened.

### **9. Forfeiture of EMD**

If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him will be forfeited to TSREDCO or such action taken against him as TSREDCO think fit.

### **10. Time of completion**

The work shall be completed within a period of 90 days from the date of issue of work Order. The time of completion shall not be changed unless the extension of period is ordered by

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agreement authority in writing on the request of contractor. TSREDCO reserves the right of extension of time or not after taking in to consideration of occurrence of event which lead to delay in completion of work.

### **11. Acceptance of Tenders**

The final acceptance of the tenders rests entirely with the TSREDCO who do not bind themselves to accept the lowest or any tender. But the tenderer on their part should be prepared to carry out such portion of the assignment included in their tenders as may be allotted to them.

### **12. Security Deposit**

- I. The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of the rate contract tender, deposit a sum Rs 1,50,000/- as security for the satisfactory fulfilment of the contract. The amount of security deposit shall be paid by way of DD in favour of TSREDCO payable at Hyderabad. The period of security deposit shall be 60 days beyond the period of completion of all contractual obligations from the date of award of work. No interest shall be paid by TSREDCO on Security Deposit.
- II. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to TSREDCO and contract arranged elsewhere at the defaulter's risk and any loss incurred by TSREDCO will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.
- III. In cases where a successful tender, after having made partial completion of work fails to fulfil the contracts in full, all or any part of the work have to be completed by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to carry out the work and the loss, if any, caused to the TSREDCO shall thereby together with such sums as may be fixed by the TSREDCO towards damages be recovered from the defaulting tenderer. Even in cases where no alternate assignments are arranged for the work not completed, the security deposit of the defaulter shall be forfeited.
- IV. The EMD of the successful bidder/s shall be converted to Security Deposit at the time of Agreement.

### **13. Returning of Security Deposit**

The security deposit shall, subject to the conditions specified herein, be returned to the

contractor after the satisfactory completion of the contract, but in the event of any dispute arising between the TSREDCO and the contractor, the TSREDCO shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is settled the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from TSREDCO to the contractor.

#### **14. Authenticity of Data**

In the case of assignments, technical details collected by the successful tenderer should guarantee the authenticity of the data collected

#### **15. Mode of Payments**

- Payment of the project cost shall be paid by the TSREDCO directly to the successful bidder after completion of works as per work order and submission of all necessary required documents along with submission of invoice to TSREDCO Head Office.
- 70% Payment will be made after successfully completing the work as per Work order Terms and Conditions. Remaining 30% Payment will be made after submission of satisfactory certificate from authorised representative OR Officials along with all necessary documents to TSREDCO Head Office within 30 to 45 days.

#### **16. Subcontract/Outsourcing**

The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the TSREDCO who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such decision.

#### **17. Insolvency or Liquidation**

In case the contractor becomes insolvent or goes into liquidation, or makes or propose to make an assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the TSREDCO to the



contractor, be determined and the TSREDCO may complete the contract in such time and manner and by such persons as the TSREDCO shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the TSREDCO against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to TSREDCO by any breach of contract by the contractor shall be paid by the contractor to TSREDCO, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

### **18. Events of default**

Any of the following events shall constitute an event of default by contractor unless caused by force majeure event if

1. Any delay occurring due to the negligence on the part of Contractor
2. Delay in time of completion
3. Non-compliance with the scope of work with due diligence.
4. The contractor fails to submit the security deposit as mentioned above respective clause.
5. The contractor has failed to complete the assignment with in time of completion or extended time of completion as given in writing by TSREDCO.
6. Contractor is in breach of any of its commitments under the agreement and has failed to cure breach with in time period specified.
7. Contractor has repudiated the agreement otherwise expressed its intention not to be bound by the agreement.
8. The contractor has been ordered for wound up by the liquidation.

### **19. Termination due to Events of default**

- I. Without prejudice to any other right or remedy which TSREDCO may have in respect thereof under this agreement, up on the occurrence of event of default by the contractor and the project is delayed more than 15 days, TSREDCO be entitled to terminate this agreement the hereinafter provided, under due intimation to the Contractor.
- II. If the TSREDCO decides to terminate this agreement, it shall in the first instance issue a preliminary notice to the contractor. Within 7 days of receipt of the preliminary notice, the contractor shall submit to the TSREDCO in sufficient detail, the manner in which it proposes to cure the underlying event of default. In case of non-submission of the contractor's proposal to rectify within the said period of 7 days, the TSREDCO shall be entitled to terminate the agreement by issuing the termination notice, and to appropriate the performance security deposit.

**a) Termination Notice**

If the TSREDCO desires to terminate this agreement, it shall issue termination notice setting out

- a) Insufficient detail the underlying even to default
- b) The termination date which shall be date occurring not earlier than the 7 days from the date of termination notice.
- c) Any other relevant information.

**b) Obligation of the Contractor**

Following issue of termination notice and cancellation of the agreement, the project facilities shall be transferred back to the TSREDCO free from any encumbrance.

**c) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this agreement, if the contractor who has been served with the termination notice cures the underlying event of default to the satisfaction of the TSREDCO at any time before the termination occurs, the termination notice shall be withdrawn by the TSREDCO.

**20. Governing Law & Jurisdiction**

In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Courts at Hyderabad, Telangana.

**21. Revision of Rates**

No representation for enhancement of rates once accepted will be considered.

**22. Disqualification**

Any attempt on the part of the tenderer or their agents to influence TSREDCO in their favour by personal canvassing with the Officers concerned or in collusion with other contractors will disqualify the tenderer.

**23. Acceptance of Penalty Clause**

Tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in complying or failure to comply within the stipulated period.

**24. Lump Sum Firm Price and Taxes & Duties**

The prices quoted should clearly identify basic Lump sum fixed price and details of all taxes, duties, cesses, etc., in percentage as well as actual amount which are or may become payable by the contractor under existing or future laws or rules of the country or origin/supply or delivery during the course of execution of the contract. The format for

quoting the price shall be as per Annexure 10.

## **25. Special conditions if any**

Special conditions, if any, of the tenderer attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the TSREDCO.

## **26. Force Majeure**

The tenderer shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the tender by an event of Force Majeure. A tenderer claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the TSREDCO disclosing the manner in and the period during which performance of its obligation is likely to be affected.

Force Majeure means Acts of God, wars or similar action affecting Telangana Civil Commotions or general strike (Excluding by its own employees) lying beyond the reasonable control.

## **27. Resolving Dispute**

In case of dispute between Contractor and TSREDCO, The Contractor has to give in writing within 7 days the causes for disputes. TSREDCO shall convene a meeting to resolve the dispute acceptable to both parties. In Such cases the decision of VC&MD - TSREDCO shall be binding on the contractor.

## **28. Evaluation of Tender**

The tender will be evaluated separately for technical bid and financial bid. The technical bid will be evaluated first based on the eligibility of the tenderer, scope of work and as per the conditions mentioned in the tender. The financial bid of only technically qualified bidders shall be opened.

## **29. Financial Bid terms and Conditions**

- i. Price(s) shall be FIRM and not subject to escalation on any account, till the contract is executed in full and its subsequent amendments accepted by the supplier even though the completion/execution of order may take longer time than delivery period incorporated and accepted in contract.
- ii. The prices quoted shall be lump sum and on FOR destination basis inclusive of all taxes and duties as mentioned in the format provided. The prices shall be FIRM throughout and until Supply, Delivery, Erection, installation, testing, commissioning including 2-year warranty period and AMC for 3 years of the equipment/system covered under the contract is completed.

- iii. All applicable taxes/duties/levies etc., of state and central Govt., and any other taxes and duties that are applicable for such contracts in the State of Telangana as on the date of payment released shall be considered.
- iv. The Percentage rates of duties and taxes, etc., so considered and the price shall be clearly indicated in the financial bid without fail along with the price for Supply, Installation & Commissioning separately as per the format provided.

- **Taxes, Levies and Duties:** all the applicable taxes payable shall be shown separately in the invoice.
- **Variations in Statutory Levies:** Any variation, upward or down ward, in statutory levies or new levy is introduced after opening of the bids/placement of order shall be to the account of the Corporation, unless otherwise mentioned in the contract, provided that the delivery is completed within the contractual delivery schedule. In cases where delivery schedule is not adhered to by the supplier and there is upward variation/revision after the agreed delivery date, the bidder/supplier shall bear the impact of such increased levies and if there is downward variation/revision, the corporation shall be given advantage to that extent.

All royalties for patent or charges for the use or infringement thereof that may be involved in the construction or use of any equipment shall be included in the financial bid. The bidder /supplier shall protect the Corporation against any and all claims arising on account of the use thereof. The Corporation agrees to furnish the supplier any appropriate information or assistance.

- **Liquidated Damages:**

In case the successful bidder fails to achieve the successful Installation of ON/OFF System for LED Streetlights within the due date for completion as indicated in the respective Work Order, then the Corporation shall levy the liquidated damages on the contractor at the rate of 1% (one percent) of the contract price per week of delay or part thereof subject to a maximum of 10% of total contract price. Liquidated Damages so levied will be recovered from the supply/erection bills of the Contractor. Notwithstanding to this the security deposit/contract performance security will be forfeited and the respective work will be awarded to another successful bidder.

- **Timely Completion:**

The work proposed by TSREDCO under promotional policies and time bound programme outlined by the Government of Telangana and thus the completion period is essence of the contract and the successful bidder shall take all necessary measures to execute the project in the least possible period preferably before scheduled completion period as mentioned in the respective work order.

## General Technical Specifications:

S.No	Description	Specification	Complying
1.	Street Light Automation	Should be based on Electronic Microcontrollers circuits, Semiconductor switches capable of switching and automatically control the operation of Switching ON/ OFF /DIMM the connected street light Load.	Yes/No
2.	Load Capacity	2/3/5 kVA Per Phase	Yes/No
3.	Multi-Processor System	Multiple Processors to handle Switching , and communication management of the device	Yes/No
4.	Input Voltage	150V to 300V for each phase	Yes/No
5.	Frequency	50 Hz – 60Hz	Yes/No
6.	Electronic Real Time Clock	Built-in Real time clock with Battery Back-up Synchronized with server time on GPRS , Adjustment / Correction of Time Communication with server Through GPRS/ SMS	Yes/No
7.	Protections	Under Voltage , Over Voltage, Over load, Surges/Spikes	Yes/No
8.	Multi-Phase System	Feasibility to connect to 3 Phase or Single Phase Distribution Load Depending on Distribution.	Yes/No
9.	Automatic Voltage trip/reset levels		
	I. High Voltage Trip/reset	> 280 VAC /< 270 VAC	Yes/No
	II. Low voltage Trip/reset	< 150 VAC/ > 160 VAC	Yes/No
10.	Operating Levels		Yes/No
	I. For Switching ON	6 Minutes after Civil SUNSET Time	Yes/No
	II. For Switching OFF	6 Minutes before Civil SUNRISE Time	Yes/No
11.	ON/OFF Control	Controlled Lights using Semiconductor Electronic Switching	Yes/No
12.	Selective Control	Lights Can be grouped and controlled	Yes/No
13.	Ambient temperature	0° C to + 50° C (without condensation)	Yes/No
14.	Operating Humidity	95 RH	Yes/No
15.	Interfaces (optional)	<ul style="list-style-type: none"> <li>• Energy Meter with RS232 / RS-485, to read the meter reading for active, reactive power, voltage and Current, power factor of each individual phase</li> <li>• Wireless/GPRS communication</li> <li>• Remote Monitoring</li> </ul>	
16.	Energy Measurements	Voltage, current, frequency and power can be measured and sent to the web application server for user to monitor all the time.	

**1. Technical bid format (Envelope-I)**

All pages of the Technical Bid shall be organised section-wise, annexed with proof documents, serially numbered and stitched/ spiral bound intact and submitted) Loose pages shall not be accepted.

**1.1 Details of Applicant**

1.	Name of Tenderer/Firm	
2.	Postal Address	
3.	E-mail address for communication	
4.	Telephone/ Fax No.	
5.	Name, designation, address, contact number and Email of the representative of the tenderer to whom all references shall be made.	
6.	Nature of the firm (Individual/ Partnership /Consortium / Pvt. Ltd /Public Ltd. Co./ Public Sector, etc.) Attach attested copy of Registration & Partnership deed/ Memorandum of Association	
7.	Amount and particulars of the Earnest Money Deposited.	
8.	Annual Turnover for last three years i.e 2014-2017 (Attach balance sheets from CA in this regard)	
9.	Name and address of the Indian/foreign collaboration if any.	
10.	PAN NO. (Copy of certificate to be enclosed)	
11.	Service Tax Registration No., GST No. (copies of certificates to be attached)	

12.	Has the Tenderer/firm ever been debarred by any institution for undertaking any work?	
13.	Any other information attached by the Tenderer (Details of Annexure / page no. where its enclosed)	
14.	Does Tenderer have any relative working in TSREDCO? If yes state the Name and designation.	

### 1.2 Details of Experience

Please fill in information about Supply & Installation of Streetlights in the last three years.

Details	Year					
	2014 – 15		2015 – 16		2016 – 17	
	Qty (No.)	Capacity (kW)	Qty (No.)	Capacity (kW)	Qty (No.)	Capacity (kW)
Total Capacity in kW						
Total Contract Amount (Rs.)						

Enclose copies of related work orders along with proof for satisfactory completion of that work.

### 1.3 Details about the blacklisting, if any

Information on litigation history in which Bidder is involved.

- 1) Whether blacklisted/ Debarred/Suspended from execution of work.
- 2) Other litigations. If any including Court litigations. Arbitrations etc.

Department and concerned officer	Other party (ies)	Case of dispute.	Amount involved.	Remarks showing present status.
1	2	3	4	5

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

Authorized signature with  
Stamp

**Agreement Format**

**(To be submitted in stamp paper worth Rs.200/-)**

This Agreement is made and entered into at Hyderabad on this date. \_\_\_\_\_ between M/s Telangana State Renewable Energy Development Corporation Ltd., (TSREDCO) having its Registered Office at II floor, Visvesvaraya Bhavan, Institution of Engineers, Khairatabad, Hyderabad, Telangana, India – 500 004(hereinafter called as the TSREDCO) on First part which term shall mean and include its successors, legal representatives etc (herein after called TSREDCO) represented by its Vice-Chairman & Managing Director or any other authorized Officer of TSREDCO HO – Hyderabad.

AND

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

(Name and address of the tenderer). (hereinafter referred to as “the bounden”) of the other part.

Whereas the TSREDCO has invited Rate contract tenders for Supply, Installation of On/OFF switch in Gram Panchayats of Telangana state., through “Rate Contract Tender”.

WHEREAS the bounden has also deposited with the TSREDCO a sum of INR one lakh and Fifty Thousand as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the TSREDCO

**TSREDCO** has approved M/s. \_\_\_\_\_ as successful Bidder for Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state as per the configurations/specifications and Terms & Conditions specified in the tender no. **TSREDCO/ SSL /01/2018-19, Dated. 19.06.2018** &all Corrigendum’s of respective tender; against the different work orders being placed by **TSREDCO as per the requirement**

Whereas the tenderer has agreed to prepare and supply the items mentioned as per the specifications mentioned in the tender. Also tenderer accepts all the terms and conditions mentioned in the tender no. **TSREDCO/ SSL /01/2018-19, Dated.19.06.2018.**



**Scope of Work:** Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state along with Warranty as per tender no. **TSREDCO/ SSL /01/2018-19, Dated. 19.06.2018.**

**Project Duration**

- The work shall be completed within a period of 90 days from the date of issue of Work Order.

**Payment terms:**

- Payment of the project cost shall be paid by the TSREDCO directly to the successful bidder after completion of works as per work order and submission of all necessary required documents along with submission of invoice to TSREDCO Head Office.
- 70% Payment will be made after successfully completing the work as per Work order Terms and Conditions. Remaining 30% Payment will be made after submission of satisfactory certificate from authorised representative OR Officials along with all necessary documents to TSREDCO Head Office within 30 to 45 days.

Signature :  
(For & on behalf of TSREDCO)  
Name :  
Designation :  
Seal of Office :

Signature :  
(For & on behalf of Supplier Co.)  
Name :  
Designation :  
Seal of Office :

**WITNESS: I**

Signature :  
(For TSREDCO)  
Name & Address:

Signature :  
(For Supplier Company)  
Name & Address:

**WITNESS: II**

Signature :  
(For TSREDCO)  
Name & Address:

Signature :  
(For Supplier Company)  
Name & Address:

**Bidders undertaking covering letter**  
(Letter shall be submitted on Bidder(s) Letter Head)

Ref No:

Date:

To  
The Vice Chairman & Managing Director  
Telangana State Renewable Energy Development Corporation Limited (TSREDCO)  
6-2-910, II floor, Vishvesharaya Bhavan,  
Khairatabad, Hyderabad - 500 004

Dear Sir,

**Sub: Supply, installation and commissioning of various capacities of ON/OFF Systems for LED Streetlights in various Gram Panchayat's across Telangana state, Tender Reference No.: TSREDCO/ SSL /01/2018-19, Dated. 19.06.2018 - reg**

\*\*\*\*

1. We have examined the Tender for Supply, Installation of ON/OFF systems for LED streetlights as specified in the Tender. We undertake to meet the requirements and services as required and as set out in the Tender document.
2. We attach our Technical Bid and Financial Bid in separate sealed covers as required by the Tender both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the requirements as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of empanelment, shall constitute a binding contract between us and TSREDCO.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its schedules, and other documents, etc., delivered or to be delivered to TSREDCO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TSREDCO as to any material fact.
7. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that I/We are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
9. We agree to use only indigenous make in this project.

Authorized signature with  
Stamp

10. We also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and organisations of the State or Central Government.
11. We undertake to use the BoS components are as per the standards stipulated.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

**Certificate as to Authorised signatories (on Company Letter head)**

I, certify that I am (Name) ..... (Designation) ....., and that  
(Name)..... who signed the above Bid has been duly authorized to  
sign the same on behalf of our Organisation.

Date:

Signature:

Seal:

**Declaration letter for non-performance/litigation (on Company letter head)**

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Witness  
Signature:

Tenderer  
Signature:

**Declaration (to be submitted on letter head)**

I / WE ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Telangana or in any State due to any reasons.

**Signature of the Tenderer with Seal**

**Declaration by the Tenderer (to be submitted on letter head)**

I/We.....

(Hereinafter referred to as Tenderer) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that

1. The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The Tenderer is fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The Tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of TSREDCO. The Tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The Tenderer has no collusion with other tenderers, any employee of TSREDCO or with any other person or firm in the preparation of the tender.
5. The Tenderer has not been influenced by any statement or promises by TSREDCO or any of its employees but only by the tender document.
6. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The Tenderer has never been debarred from similar type of work by any Government Undertaking /Department. (An undertaking on Non-Judicial Stamp paper worth of Rs. 100/- in this regard shall be submitted)
8. The Tenderer accepts that the earnest money / security deposit may be absolutely forfeited by TSREDCO if the selected bidder fails to sign the contract or to undertake the work within stipulated time.
9. This offer shall remain valid for acceptance for 3 (Three) months from the proposed date of opening of Tender.
10. All the information and the statements submitted with the tender are true and correct to the best of my knowledge and belief.

**(Signature of Tenderer with seal)**

**Check list of documents to be submitted along with the tender (both hard and soft copies)**

**Checklist to accompany the tender**

S.No.	Description	Submitted in Envelope I	Page No. (see Note below)
1	Copy of Contractors valid empanelment certificate with TSREDCO	Yes /No	
2	Demand draft toward requisite Bid Security/ EMD (issued by any Nationalized /Scheduled bank)	Yes /No	
3	Demand draft towards tender document fee	Yes /No	
4	Copy of PAN card.	Yes /No	
5	Copy of latest Income Tax Clearance returns submitted along with proof of receipt (Latest SARAL form).	Yes /No	
6	Copies of GST Registration Certificate.	Yes /No	
7	Latest GST/ Sales Tax clearance certificate.	Yes /No	
8	Availability of local service centers/ technical personnel	Yes /No	
9	Information on litigation history in which Bidder is involved.		
10	Any other documents/certificate as specified in tender conditions	Yes /No	
11	Experience Certificate	Yes /No	
12	NSIC Certificate <sup>1</sup>	Yes /No	
13	Company Registration Certificate	Yes /No	
14	Annual financial statements certified by CA	Yes /No	
15	All the technical specifications supportive documents as per the tender document	Yes /No	
16	Annexures (as mentioned in the tender)	Yes /No	

**Notes:**

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
2. The information shall be filled-in by the Tenderer in the check list, as applicable and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document.
3. The bidder shall sign along with stamp on all the statements, documents, certificates by him, owning responsibility for their correctness/authenticity.
4. The technical bid along with all the supportive information as per the tender document shall be properly prepared and enclosed in the bid. The bid document shall be spiral bounded and placed in the respective envelopes and submitted to the address mentioned in the tender document.

<sup>1</sup> The NSIC Certificate shall be with reference to this tender document duly mentioning the tender Ref. No.



## Financial Bid Format

Sl. No	Name of the Unit		Qty	Cost Per Unit	GST	TOTAL
1	2 kW ON/OFF systems for LED Street Lights	With Energy meter	1			
		Without Energy meter	1			
2	3 kW ON/OFF systems for LED Street Lights	With Energy meter	1			
		Without Energy meter	1			
3	5 kW ON/OFF systems for LED Street Lights	With Energy meter	1			
		Without Energy meter	1			
4	Installation & Commissioning Cost	With Energy meter	1			
		Without Energy meter	1			

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

Authorized signature with  
Stamp