



**e - tender document for Design,  
Manufacture & Supply of 20W LED  
Tube Lights & 28W Brush Less DC  
(BLDC) Energy Efficient Ceiling Fans  
in entire Telangana**



**Tender No.: TSREDCO/EC/E-TENDER-LEDTL & BLDC  
Fans/87/2018-19 dated 21.02.2019**



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

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## **SECTION I: Invitation for Bids (IFB)**

**Name of Work:** Design, Manufacture & Supply of 20W LED Tube Lights & 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty

**NIT/ Bid Document No:** TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19 dated 21.02.2019

### **Background:**

Government of Telangana through G.O.MS.No. 19 dated 03.07.2015 nominated Telangana State Renewable Energy Development Corporation Limited as State Designated Agency to coordinate, regulate and enforce the provisions of the Energy Conservation Act, 2001 and also for implementation of the schemes under the said Act within the state of Telangana. Government of Telangana is aiming to distribute 40,000 number of 20W LED Tube lights and 20,000 numbers of 28W Brush Less DC Ceiling Fans in entire state with an affordable price to end users as part of Energy Conservation through DSM activity in a **phased manner. However, TSREDCO will award the quantity required based on the demand raised by concerned beneficiary departments.**

Accordingly, TSREDCO is inviting e-bids from interested bidders for Design, Manufacture & Supply of 20W LED Tube Lights & 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana through e-tendering. For details about the IFB, please refer to the below details.

Any amendment(s)/ corrigendum/clarification(s) with respect to this Tender shall be uploaded on the e-Procurement website only. The bidders should keep themselves updated by regularly visiting the Telangana E-Procurement website and TSREDCO website for any amendment/ corrigendum/ clarification in regard to this Tender.

**DISCLAIMER:**

1. Telangana State Renewable Energy Development Corporation Limited (TSREDCO) reserves the right to modify, amend or supplement this document including all formats and Annexures.
2. While this document has been prepared in good faith, neither TSREDCO nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document, even if any loss or damage is caused by any act or omission on their part.

### Bid Information Sheet

<b>Tender Document No.</b>	TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19 dated 21.02.2019
<b>Tender Document Cost</b>	INR 25,000/- (Rupees Twenty-Five Thousand only) plus 18% GST (non-refundable & non-adjustable).
<b>Earnest Money Deposit (EMD)</b>	INR 15 Lakhs (Rupees Fifteen Lakhs Only) (refundable) (EMD to be valid up to 90 days from the date of Financial bid opening).
<b>Security Deposit/ Contract Performance Guarantee</b>	10% of the Contract value (with respect to PO/LOA) for each product, to be valid up to three months beyond the Warranty expiry date.
<b>Broad Scope</b>	Design, Manufacture & Supply of 20W LED Tube Lights & 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty
<b>Document Sale Date &amp; Timing i.e., Last date &amp; time for downloading NIT/IFB from website</b>	From 23-02-2019 to 11-03-2019 (up to 1200 hours IST)
<b>Online Bid Submission Period</b>	From 23-02-2019 to 11-03-2019, (up to 1300 hours IST)
<b>Technical bid Opening Date &amp; Time</b>	11-03-2019 at 1500 hrs. IST
<b>Financial E-bid Opening Date &amp; Time</b>	13-03-2019 at 1500 hrs. IST
<b>Bid Validity Duration</b>	180 days from the date of opening of Financial bid.
<b>Bid Documents Sections in this Tender</b>	Section - I - Invitation for Bids (IFB) Section - II- Information to Bidders (ITB) and General Conditions. Section - III -Technical Specification and Special Conditions of Contract (SCC) and Online Price/Financial Bid format. Section- IV- Forms & Procedures.
<b>Contact Person(s) for Queries</b>	Mr. T Srinivasulu, Project Director – Energy Conservation, Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India Ph: 040 – 23201502, 23201503. Fax: 040 – 23201504 Email: ec@tsredco.telangana.gov.in
<b>EoI to be addressed to</b>	<b>Vice Chairman &amp; Managing Director</b> Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India Ph: 040 – 23201502, 23201503. Fax: 040 – 23201504 Email: vc@tsredco.telangana.gov.in

### **Important Note:**

Bidder shall submit bid proposal along with Bid Document fee and EMD, complete in all respect as per the Bid Information Sheet. Technical bids will be opened in presence of authorized representatives of bidders who wish to be present.

TSREDCO have right to reject the bidding process at any stage or right to cancel the tender without mentioning any reason. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from Telangana e-procurement website <https://tender.telangana.gov.in/>.

Any amendment(s)/corrigendum/clarifications with respect to this Bid will be uploaded on <https://tender.telangana.gov.in/> website and TSREDCO website [tsredco.telangana.gov.in](https://tsredco.telangana.gov.in) only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually.

- 1. Bids not accompanying the Bidding Document Cost and EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be opened.**

The Bidding Document Cost has to be necessarily submitted in the form of Online payment mode of e tender portal or Demand Draft (DD)/Banker's Cheque in favour of "Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)", issued by any scheduled/nationalised bank and payable at Hyderabad

The EMD should be in the form of Online payment mode of e tender portal or Banker's Cheque/DD in favour of "Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)," payable at Hyderabad. The validity of the EMD shall be as per the Bid information sheet

The details of the instruments of Bidding Document Cost and the EMD (Online/DD/Cheque as applicable) have to be entered online in relevant fields/columns of the module while submitting the e-bid. It must be ensured by the bidder that the original instruments towards Bidding Document Cost and EMD are received by TSREDCO before opening time of the Technical bids for verification of the details of the same as given online by the bidder. Failure to comply with this would render the bid liable for rejection and the



bid will not be opened online. TSREDCO will not be responsible for any delay, loss or non-receipt of Bidding Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses Section-2 (ITB) regarding submission/payment of EMD and Bidding Document Cost and shall be subject to fulfilment of conditions defined in the said clauses. Since all the conditions explained in the said clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfilment of all conditions and submit their bid accordingly. If at any stage, it is found that false information is furnished or non-compliance of any of the conditions defined at the said clauses, the bid/offer shall be considered as non-responsive and would not be considered for further evaluation. Bidder seeking exemption from submission of the Bidding Document Cost and the EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause along with other relevant documents as part of their online bid.

2. TSREDCO reserves the right to cancel / withdraw the tender without assigning any reason whatsoever and in such a case, no bidder / intending bidder shall have any claim arising out of such action
3. The subject procurement will be done through e-tendering. The Bid document is available on Telangana e-tender website <https://tender.telangana.gov.in/> or on TSREDCO website's Home Page [tsredco.telangana.gov.in](https://tsredco.telangana.gov.in). The Tender submission, Tender closing and opening will be done electronically and online.

## SECTION-II: Instructions To the Bidder (ITB) and General Conditions

**Name of the Work:** Design, Manufacture & Supply of 20W LED Tube Lights & 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty.

**Bid Document No.** TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19 dated 21.02.2019

### A. The Bidding Documents

The bidding documents include the following

<b>Section-I</b>	<b>Invitation for Bids (IFB)</b>
<b>Section-II</b>	<b>Instructions to Bidders &amp; General Conditions</b>
<b>Section-III</b>	<b>Technical Specification and Online Price/Financial Bid format.</b>
<b>Section-IV</b>	<b>Forms &amp; Procedure</b> Format of Bid Form. Format for Power of Attorney. Format for Certificate regarding acceptance of important terms and conditions. Format for submission of Contract Performance Guarantee (CPG). Proforma of Letter of Underaking

The bidder is expected to examine all the instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of bid.

## Definitions

In the “Bid / Tender / Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:

1. “Affiliate” shall mean a company that either directly or indirectly
  - a. controls or
  - b. is controlled by or
  - c. is under common control witha Bidding Company (in the case of a single company) and “control” means ownership by one company
2. “BEE” shall mean Bureau of Energy Efficiency
3. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
4. “Bid / Tender” shall mean the Techno Commercial and the Price/Financial Bid submitted by the Bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
5. “Bidder / Tenderer” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require”;
6. “EMD” shall mean the unconditional and irrevocable online payment/ banker cheque/ demand draft to be submitted along with the Bid by the Bidder under ITB Clause 2.4 of this Bid;
7. “Bidding Company” shall refer to such single/consortium company that has submitted the Bid in accordance with the provisions of this Bid;
8. “Bid Deadline” shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid Information Sheet and as specified in ITB of this Bid document including all amendments thereto;
9. “Bid Document” shall mean all Definitions, Sections, Layouts, Drawings, Photographs, Formats & Annexure etc. as provided in this bid including all the terms and conditions hereof.
10. “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949
11. “Competent Authority” shall mean Vice Chairman & Managing Director (VC&MD) of TSREDCO himself and/or a person or group of persons nominated by VC&MD for the mentioned purpose herein;
12. “Company” shall mean a body incorporated in India under the Companies Act,1956;
13. "Contract" means the agreement entered into between the Employer and the Contractor/successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

14. "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
15. "Completion of Work" means that the Project/Works have been completed operationally and structurally has been attained as per Technical Specifications.
16. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
17. "Day" means calendar day;
18. "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
19. "Employer" or "TSREDCO" shall mean Telangana State Renewable Energy Development Corporation Limited, Hyderabad.
20. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical & Special Conditions of Contract of this BID;
21. "Effective Date" means the date from which the Time for Completion shall be determined;
22. "GCC" means the General Conditions of Contract contained in this section;
23. "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
24. "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
25. "IEC" shall mean specifications of International Electro-Technical Commission;
26. "IFB" Shall mean Information For Bidder
27. "ITB" shall mean Instructions To Bidder
28. "NIT" Shall means Notice Inviting Tender
29. "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
30. "Price/Financial Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-III (Technical & Special Conditions of Contract) of this BID
31. "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section III: Technical & Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price/Financial Bid;
32. "SDA" shall mean State Designated Agency

33. "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
34. "Services" means all those services ancillary to the supply of the products, to be provided by the Contractor under the Contract; e.g. transportation (including loading, unloading and transfer to Site) and provision of marine or other similar insurance, inspection, expediting, carrying out guarantee tests, operations, maintenance etc.
35. "Successful Bidder(s) / Contractor(s)" shall mean the Bidder(s) selected by Employer pursuant to this Bid i.e. on whom award is made.
36. "Standards" shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the Work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian standards(BIS), BEE etc.
37. "Time for Completion" means the time within which Completion of the Project/Works is to be attained as per the respective PO/ IOA or the relevant provisions of the contract;
38. "TSREDCO" means Telangana State Renewable Energy Corporation Limited
39. "Work" means the "Goods" to be supplied, as well as all the "Services" to be carried out under the Contract;

### **1.1 Interpretations**

Words comprising the singular shall include the plural & vice versa

1. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
2. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
3. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
4. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

### **1.2 Clarification on Bidding Documents**

A prospective Bidder requiring any clarification to the bidding documents may notify the TSREDCO in writing or by post or by telefax) at the TSREDCO mailing address indicated below. The TSREDCO will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than ten (10) days prior to the deadline for submission of bids prescribed by the TSREDCO. Written copies of the TSREDCO's

response (including an explanation of the query but not identification of its source) will be sent to those prospective Bidders that requires clarification.

The address of TSREDCO, for communication:

**Vice Chairman & Managing Director**

Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),

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

The Institution of Engineers Building,

Khairatabad, Hyderabad - 500 004.

Telangana State, India

Ph: 040 – 23201502, 23201503.

Fax: 040 – 23201504

Email: [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in), [vc@tsredco.telangana.gov.in](mailto:vc@tsredco.telangana.gov.in)

### **1.3 Amendment to bidding documents**

At any time prior to the deadline for submission of bids, the TSREDCO may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The amendment will be notified in writing or by cable to all prospective bidders who have purchased the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the TSREDCO may, at its discretion, extend the deadline for the submission of bids.

## **B. Preparation of Bids**

### **2.1 Procedure for Submission of Bid/EoI**

The Bidder shall seal the proposal in one outer and three inner envelopes labeled as Envelope-I, Envelope-II and Envelope-III. Three Envelopes should contain the details of the offer as follows:

**Envelope-I** i.e., Technical Bid should contain (This envelope appear ONLINE in dynamic form in e-tenders portal).

- i. Bid document fee/cost of tender document as mentioned in Bid Information Sheet. (online receipt or DD as mentioned in Bid Information Sheet).

- ii. Earnest Money Deposit as mentioned in Bid Information Sheet (online receipt or DD or exemption certificate (Scan Copy) as mentioned in Bid Information Sheet).
- iii. Complete filled & signed tender document along with related support documents properly stitched/ spiral bound intact shall be submitted.
- iv. All the documents of section-IV shall be placed in this envelope on bidder's company letter head.

**Envelope-II** should contain Price/ Financial Bid, to be submitted in a separate inner sealed envelope, shall comprise of blank Price/Financial bid as per Annexure C)

The above two separately sealed envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the TSREDCO office on or before the deadline for submission of the bid. Every envelope (2 inner and 1 outer) should be superscripted with Name of the tender, Bid/NIT number along with date, content of envelope i.e. Technical bid OR Price/ Financial bid (inner envelopes).

Copy of Bid Document/EoI should be a complete document and should be bound as a volume separately. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. All pages of the bid are to be signed by the authorized signatory (authorized through power of attorney) and must be having official seal of the bidder.

Bids not accompanied by cost of tender documents/ EMD etc. shall be out-rightly rejected and treated as non-responsive, unless exempted from payment/submission of tender document cost/EMD, in which case, the documents asked for towards exemption need to be enclosed in the bid. Further, their Price/ Financial bid will be not being opened.

*Note: Bidders can quote for both LED Tube lights and BLDC Fans or for one product only. However, the bidder will be selected on L-1 criteria for individual product.*

## **2.2 Cost of Bid/ EoI Preparation**

The Bidder shall bear all costs associated with the preparation and submission of its Bid/EoI, including cost of presentation for the purposes of clarification of the bid, if so desired by the TSREDCO. TSREDCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **2.3 Language of Bids**

The proposal prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the bidder and TSREDCO, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another

language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **2.4 Earnest Money Deposit (EMD)**

The bidder shall submit the EMD as mentioned in the Bid information sheet. If there is any extension in bid validity period, then TSREDCO may ask the bidder to extend the validity of EMD. The EMD of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated technically acceptable bidder.

The EMD of the successful bidder will be returned when the bidder has signed the contract agreement, and has submitted the required Contract performance guarantee/ security deposit as mentioned in the Bid Information Sheet.

No interest shall be paid by TSREDCO on the amount of earnest money deposit deposition as well as deposition of Contract Performance Security.

Please note that:

- I. All PSUs and Govt. Department may be exempted from EMD. However tender fee is not exempted.
- II. Vendors registered with NSIC/MSME under single point registration scheme certificate may be given exemption from EMD for all tenders of TSREDCO subject to following conditions:
  - a. An exclusive NSIC certificate for this tender mentioning the tender document name and number along with date
  - b. NSIC Certificate must be valid for 3 months from the date of Bid-Opening,

The EMD may be forfeited if:

- a. If the bidder withdraws its bid during the period of bid validity as specified in the bid.
- b. If the bidder does not accept computational/arithmetical error correction made by TSREDCO and as explained in "Financial Evaluation" section of the Bid document.
- c. If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by TSREDCO in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
- d. In the case of successful bidder, if the bidder fails within the specified time limit:
  - To sign the contract agreement within 15 days of placement of Lol/Award letter.
  - To furnish the required performance guarantee, in accordance with the tender document.



## **2.5 Power of Attorney**

A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity in accordance with ITB clause 2.9. However, TSREDCO shall have right to accept the authorization of the persons ensuring genuinity based on the supporting documents.

## **2.6 Certificate Regarding Acceptance of Important Conditions**

Certificate Regarding Acceptance of Important Conditions as attachment 3 is to be submitted in first envelope.

## **2.7 Bid prices**

Unless otherwise specified in the technical specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), supply of mandatory spares or spares to be supplied during warranty (if any). This includes all requirements under the bidder's responsibilities for testing, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the other services as may be specified in the bidding documents, all in accordance with the requirements of the Section III. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

## **2.8 Price Basis**

Price basis of the price quoted shall be on F.O.R (Free on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Letter of Award.

Statutory variation in applicable taxes & duties shall only be on account of Employer in case bidder has shown the rates of present taxes in their bid and other prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. Even in case prices asked in Bid price Schedule are quoted as inclusive of taxes, tax rates shall be shown separately. Bidders shall quote all prices in Indian Rupees only. TSREDCO has full rights to call for negotiations for further decreasing the prices or going for reverse bidding.

## **2.9 Period of Validity of Bid**

Bids shall remain valid for complete bid document period validity as mentioned in Bid Information Sheet. In exceptional circumstances, the TSREDCO may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing thro' letters/ e-mails. If the bidder accepts to prolong the period of validity, the EMD shall also be suitably extended. A bidder may refuse the request for Bid Validity Extension without forfeiting its EMD. A bidder granting the request will not be required nor permitted to modify its bid.

## **2.10 Format and Signing of Bid**

The original copy of the bid, consisting of the documents listed in ITB sub-clause 1.1 shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the bid under ITB sub-clause 2.5. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any interlineations, erasures or overwriting shall only be valid if they are initiated by the signatory to the bid.

## **2.11 Contents of the EoI/Bid**

The Bidder is expected to examine all instructions, forms, terms & conditions and scope of work in the EoI/bid documents. Failure to furnish all information required or submission of an EoI/bid document not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the EoI/bid

## **2.12 Disclaimer**

TSREDCO and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of TSREDCO and/or any of its officers, employees.

## **2.13 Inspection / Checking / Testing**

All materials / equipments manufactured by the bidder against the Letter of Award shall be subject to inspection, check and/or test by the TSREDCO or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-

and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.

#### **2.14 Removal of Rejected Goods and Replacement**

If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specification, the same shall be rejected by TSREDCO or duly authorized representative and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office

The bidder shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, TSREDCO shall be at liberty to dispose off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidders submitted performance guarantee.

#### **2.15 Access to Bidders Premises**

TSREDCO and/or its authorized representative shall be provided access to bidder and/or his sub- bidder's premises, at any time during the pendency of the Order, for expediting, inspection, checking, etc. of work, if it is felt by TSREDCO

#### **2.16 Taxes, Levies and Duties**

Prices of items shall be quoted as per instructions contained in SCC. However, in general, prices shall be inclusive of sales tax, GST, transportation, insurance, levies, service tax and any other duties etc., (wherever applicable) on F.O.R. destination/site basis. All taxes and duties shall be clearly indicated. Bidder is to arrange on its own to deliver the material at site. Waybill will be provided by TSREDCO.

#### **2.17 Terms of Payment**

The payment will be made by TSREDCO to the bidder in accordance with the terms and conditions specified in section 3 of special conditions of contract of tender document/agreed upon during negotiation and reproduced in Letter of Award.

#### **2.18 Delivery Schedule**

Time will be the essence of order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the order unless agreed by TSREDCO without levy of LD. Delivery of the equipment/material described shall be deemed to constitute acceptance of this order and terms and conditions by the bidder at the price specified.

#### **2.19 Source of Supply**

The bidder shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where the imports are unavoidable, all such items shall be imported by the bidder in time against his own import license without affecting the contractual delivery schedule.

## **2.20 Force Majeure**

Bidder shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot. Only those causes which have duration of more than 7 days shall be considered cause of force/ calendar majeure. A notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the bidder to TSREDCO by registered/speed post letter/by hand/email. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of TSREDCO, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of TSREDCO. In the event of such cancellation, the bidder shall refund any amount advanced or paid to the bidder by TSREDCO and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

## **2.21 Limitation of Liability**

Except in cases of criminal negligence or willful misconduct, the Bidder shall not be liable to the TSREDCO, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the TSREDCO and the aggregate liability of the bidder to the TSREDCO, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the TSREDCO with respect to patent infringement or as specified in SCC.

## **C. Submission of Bids**

### **3.1 Sealing and Marking of Bids**

The Bidder shall seal the original copy of the bid in envelope duly marking the envelopes as "ORIGINAL BID". All envelopes must be super-scribed with name of work, NIT No., envelope no., content of envelope and date and bid opening date. The envelopes shall then be sealed in an outer envelope which should also be super scribed with name of work, NIT/ bid document no./ package no. and date and bid opening date.

### **3.2 Deadline for submission of bids**

Bids must be received by the TSREDCO at the address specified as under and the bids will be opened at the same address as per timings stated in Bid Information Sheet.

The TSREDCO may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 1.3, in which case all rights and obligations of TSREDCO and bidders will thereafter be subject to the deadline as extended.

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 2.9. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to ITB Sub-Clause 2.4.

#### **D. Bid Opening and Evaluation**

##### **4.1 Bid Opening Process**

The TSREDCO will open all bids in the presence of bidders' or its representatives who choose to attend the opening at the time, on the date and at the place specified in the NIT. Bidders' or its representatives shall sign a format as proof of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the TSREDCO, the bids will be opened at the appointed time on the next working day.

Bidders' names, bid prices, discounts, the presence or absence of requisite bid security and other such details as the TSREDCO, at its discretion, may consider appropriate, will be announced at the opening.

##### **4.2 Clarification on Bids**

During bid evaluation, the TSREDCO may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. The address for communication will be same as ITB clause 1.2.

##### **4.3 Preliminary Examination of Bids.**

The TSREDCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bids are generally in order and properly uploaded in the e-tender portal.

##### **4.4 Arithmetical errors rectification process**

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD will be forfeited in accordance with ITB Sub-Clause 2.4.

##### **4.5 Preliminary Evaluation**

Prior to the detailed evaluation, the TSREDCO will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that

conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the TSREDCO's rights or the successful bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

#### **4.6 Technical Evaluation**

The TSREDCO will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the TSREDCO will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- a) Overall completeness and compliance with the technical specifications and drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non- responsiveness.
- b) Achievement of specified performance criteria by the facilities as per scope of work
- c) Type, quantity and long-term availability warranty spare parts and also mandatory and recommended spare parts and maintenance services
- d) Any other relevant factors, if any, listed in the tender document, or that the TSREDCO deems necessary or prudent to take into consideration

#### **4.7 Commercial Evaluation**

The comparison shall be of the FOR site price of domestically manufactured plant and equipment including test (lab) charges, if any and mandatory spares, warranty spares plus applicable sales tax & duties as well duties and taxes paid/payable on components and raw materials incorporated or to be incorporated in the plant and equipment including mandatory spares/warranty spares plus the cost of loading, unloading, local transportation, insurance covers, installation and commissioning, civil work other services required under the contract including service tax and surcharge, annual maintenance cost, any services as per scope of work, administrative charges and statutory agencies cost including service tax and surcharge, if any.

#### **4.8 Contacting the Employer**

No Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

### **E. Award of Contract**

#### **5.1 Post qualification**

In the absence of pre-qualification, the TSREDCO will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid/or bidder giving highest return to TSREDCO, as the case may be, as mentioned in special condition of contract is qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in IFB/NIT.

The determination will take into account the bidder's financial, technical and production capabilities, in particular its contract, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder in EoI forms in section IV to the bid, as well as such other information as the TSREDCO deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the TSREDCO will proceed to the next lowest evaluated bid/next bid giving highest return to TSREDCO to make a similar determination of that bidder's capabilities to perform satisfactorily.

The capabilities of the vendors and subcontractors, if permitted, to the bid to be used by the lowest evaluated bidder or bidder giving highest return to TSREDCO as per SCC will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

The Employer reserves the right to assess the capacity and capability of the bidder/ his collaborators to satisfactory execute the contract. Such assessment shall include but not

be limited to the evaluation of adequacy of facilities, services, resources, design / engineering capability and financial capability

## **5.2 Award criteria**

Subject to ITB Clause 5.6, the TSREDCO will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid or bid offering highest return to TSREDCO as the case may be as per tender documents and special conditions of contract, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily

## **5.3 Quantity Variation**

The TSREDCO reserves the right to vary the quantity of any of the spares and maintenance equipment upto +/- 20% and/or delete any items of spares altogether at the time of Award of Contract. Successful bidder, on whom award is made, is to supply this quantity variation at same price and terms and conditions of contract. **However, TSREDCO will award the quantity required based on the demand raised by concerned beneficiary departments.**

## **5.4 Additions / Alterations / Modifications**

TSREDCO reserves the right to make minor additions/alterations/modifications to the quantity of the items to the extent of +/- 20% in the Letter of Award. The bidder shall supply such quantities also at the same rate as originally agreed to and incorporated in the Letter of Award. However, TSREDCO may increase this quantity, if required.

## **5.5 TSREDCO's right to accept any bid and to reject any or all bids**

The TSREDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby assigning any reason thereof and incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the TSREDCO's action.

## **5.6 Letter of Intent / Letter of Award**

Prior to the expiration of the period of bid validity, the TSREDCO will notify the successful bidder in writing by issuing Letter of Intent or Letter of Award either through telefax/ scanned e-mail or through registered/speed post/couriered letter, that its bid has been accepted. The letter of award will constitute the formation of the contract. In case, bidder does not return the duplicate copy of LOA with duly signed and acceptance within 10 days, then the LOA will be deemed to be accepted by the successful bidder, on whom award is made.

The bidder shall return duplicate copy of the Lol/LoA/contract and the other enclosed documents duly signed as a token of acceptance, within 10 days from the date of receipt



of this order. Bidder is to make two original copies of contract containing Contract agreement at top, and then Letter of award, techno commercial offer, copy of price/ financial bid and copy of all tender documents are to be placed.

Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 5.10, the TSREDCO will promptly notify each unsuccessful bidder and will discharge its EMD.

### **5.7 Cancellation**

TSREDCO reserves the rights to cancel the order in the part or in full by giving one-week advance notice thereby if-

- The bidder fails to comply with any of the terms of the order.
- The bidder becomes bankrupt or goes in to liquidation.
- The bidder makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the bidder.

### **5.8 Modifications**

This order constitutes an entire agreement between the parties hereto. Any modifications to this Order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

### **5.9 Signing the Contract Agreement**

At the same time as the TSREDCO notifies the successful Bidder that its bid has been accepted, the TSREDCO will send the bidder the contract agreement provided in the bidding documents, incorporating all agreements between the parties.

Within fifteen (15) days of receipt of the contract agreement, The Successful Bidder shall execute an agreement with TSREDCO in the INR 200 non-judicial stamp paper of Telangana Jurisdiction only in the name of the Tenderer (2 sets). In case of the successful bidder fails to execute necessary agreements as prescribed, within the stipulated period, then his EMD shall be forfeited and his tender held as non-responsive.

### **5.10 Performance security/ Contract Performance Guarantee**

Within fifteen (15) days after receipt of the letter of award, the successful bidder shall furnish the performance security for ten percent (10%) of the contract price or as specified in tender documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the TSREDCO.

In case Joint Deed(s) of Undertaking by the Contractor along with his associate(s)/ collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/collaborator(s) for amount(s) specified in Bid.

Failure of the successful Bidder to comply with the requirements of ITB Clause 5.9 or Clause 5.10 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the TSREDCO may make the award to the next lowest evaluated bidder or call for new bids.

#### **5.11 Corrupt or Fraudulent practices:**

The TSREDCO requires that bidders observe the highest standard of ethics during the procurement and execution of such contracts. TSREDCO: defines, for the purposes of this provision, the terms set forth below as follows:

- A. i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and  
  
ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TSREDCO, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the TSREDCO of the benefits of free and open competition;
- B. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- C. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract of the TSREDCO.

#### **5.12 Ineligibility for Future Tenders**

Notwithstanding the provisions specified in ITB sub clause 2.4 and ITB sub clause 5.9 and 5.10, if a bidder after having been issued and letter of award, either does not sign the contract agreement pursuant to ITB clause 5.9 or does not submit an acceptable performance security pursuant to ITB clause 5.10, such bidder may be considered ineligible for participating in future tenders of TSREDCO for a period as may be decided by the TSREDCO.

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can

be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison.

## **6 Liquidated Damages**

In case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, TSREDCO reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment supply/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the awarded value of the contract.

Alternatively, TSREDCO reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk at the cost of successful bidder/contractor and recover all such extra cost incurred by TSREDCO in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc. Further, if any extra cost is incurred by TSREDCO due to delay in work completion by the party beyond the completion time as per P.O./L.O.A., the same shall also be recovered from party's invoice/EMD/BGs etc.

Alternatively, TSREDCO may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

## **7 Governing Law**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Hyderabad shall have exclusive jurisdiction in all matters arising under the Contract.

## **8 Taxes and Duties**

8.1 Except as otherwise specifically provided in the Contract, the bidder shall bear and pay all taxes, duties, levies and charges assessed on by all Municipal, State or National Government authorities in connection with the Facilities where the Site is located.

8.2 If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from. However, these adjustments would be restricted to direct transactions between the TSREDCO and the successful bidder. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc.

## **9 Completion Time Guarantee:**

If the Successful bidder, on whom award is made fails to attain Completion of the work or any part thereof within the Time, the Successful bidder, on whom award is made shall pay to the TSREDCO liquidated damages in the amount computed at the rates specified in the SCC. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, the TSREDCO may consider termination of the Contract.

Such payment shall completely satisfy the Successful bidder, on whom award is made obligation to attain Completion of the work or the relevant part thereof within. The Bidder shall have no further liability whatsoever to the TSREDCO in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Successful bidder, on whom award is made from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

## **10 Defect Liability**

- 10.1 The Successful bidder, on whom award is made, warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Equipment supplied and of the work executed, wherever applicable.
- 10.2 The Defect Liability Period shall be thirty-six (36) months from the date of delivery.
- 10.3 The TSREDCO shall give the Successful bidder, on whom award is made a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The TSREDCO shall afford all reasonable opportunity for bidder to inspect any such defect.
- 10.4 Correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/replacement shall have the Defect Liability Period extended by a period of twelve (12) month from the time such replacement/ repair of the Facilities or any part thereof.

## **11 Functional Guarantees**

- 11.1 During the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees as specified in the Contract Agreement, subject to and upon the conditions therein specified.
- 11.2 If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, the TSREDCO may at its option, either
  - Reject the Equipment and recover the payments already made, or
  - Terminate the Contract and recover the payments already made, or
  - Accept the equipment after levy of liquidated damages in accordance with the provisions specified in the Contract Agreement.

## **12 Inspections and Tests**

- 12.1 **Inspection of Goods:** The Employer or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Employer (The inspection costs including travelling, boarding and lodging shall be in the scope of the successful bidder). (SCC and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted). The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
- 12.2 The inspections and tests may be conducted in the premises of the manufacturer/contractor. If conducted on the premises of the Contractor, all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to the Employer.
- 12.3 Should any inspected or tested Goods fail to conform to the specifications, the Employer may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Employer.
- 12.4 The Employer's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Employer or its Representative prior to the Goods shipment.
- 12.5 Nothing in Section II shall in any way release the Contractor from any warranty or other obligations under this Contract.
- 12.6 **Manuals and Drawings**
- 12.6.1 Before the Goods and Services are taken over by the Employer, the Contractor shall supply of manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Employer to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 12.6.2 The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.
- 12.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Employer.
- 12.6.4 It shall be the obligation of the Contractor to train and familiarise the designated person by the Employer in regard to the operation manual and drawings

## **13 Insurance**

- 13.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from

“warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes.

#### **14 Warranty**

- 14.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty of all the Works shall remain valid for 3 year after the delivery. The Contractor shall, in addition, comply with the performance and/or guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall:
- 14.2.1 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
- 14.2.2 Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees.
- 14.3 The Employer shall notify the Contractor in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Contractor shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Employer for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.
- 14.5 If the Contractor, having been notified, fails to remedy the defect(s) within 15 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract. The performance guarantee and liquidated damaged be entitled to be recovered without prejudice to other rights of the Employer.

## **15 Termination for Default**

15.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:

- 15.1.1.1 if the Contractor fails to deliver any or all of the Goods and complete the Work within the period(s) specified in the Contractor within any extension thereof granted by the Employer or
- 15.1.1.2 if the Contractor supplied different product other than mentioned in LOA
- 15.1.1.3 if the Contractor fails to perform any other obligation(s)/duties under the Contract.
- 15.1.1.4 if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **16 Settlement of Disputes**

### **16.1 Adjudicator**

- 16.1.1 If any dispute of any kind whatsoever shall arise between the TSREDCO and the successful bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.
- 16.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the TSREDCO or the successful bidder within fifty-six (56) days of such reference, the decision shall become final and binding upon the TSREDCO and the bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 16.1.3 Should the Adjudicator resign or die, or should the TSREDCO and the bidder agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by the TSREDCO and the bidder as adjudicator under the Contract. Failing agreement between the two within twenty eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the TSREDCO and the Bidder.

## 16.2 Arbitration

16.2.1 If either the TSREDCO or the BIDDER is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the TSREDCO or the bidder may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

16.2.2 Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with Sub-Clause 16.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

16.2.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

16.2.4 The TSREDCO and the bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority.

16.2.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

16.2.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in ITB Clause 7 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

16.2.7 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

16.2.8 The arbitrator(s) shall give reasoned award.

## 16.3 Notwithstanding any reference to the Adjudicator or arbitration herein,

- the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree
- the TSREDCO shall pay the bidder any monies due to the bidder

## 17 MSME Bidder

Are you registered as MICRO, SMALL or MEDIUM Enterprise under MSME Act 2006?

If YES,



- A) Please indicate relevant category with copy of documentary proof issued by the concerned authorities:
- B) Does your firm fall under MSME's owned by SC/ST Entrepreneurs.? If so, enclose a copy of documentary evidence:

## **18 Scope of Work**

For general reading of various clauses mentioned in these documents, the term "Supply" shall be deemed to be treated as "Supply of 20W LED Tube Lights & 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty" unless specifically mentioned otherwise.

### **18.1 Specifications and drawings:**

Any information or details which are included in the specification but not indicated in the drawings and vice-versa shall have the same effect and meaning as if included for and shown both in the specifications and drawings. In case of any dispute between the specifications and drawings, the decision of TSREDCO or its authorized representative shall be final and binding.

### **18.2 Additions/ Alteration/ Modifications:**

TSREDCO reserves the right to make additions/ alterations/ modifications to the quantity of items in the purchase order. The supplier shall supply such quantities also at the same rate as originally agreed to and incorporated in the purchase order. The variation shall, however, be limited to  $\pm 20\%$  of the quantity ordered.

### **18.3 Waiver**

Any waiver by the authority of any breach of the conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms and conditions.

### **18.4 Subletting and Assignment:**

The supplier shall not, save with prior consent in writing of the Corporation, sublet, transfer or assign the order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever, provided further that any such consent issued by the Corporation under the exigencies of the contract, shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

### **18.5 Information Provided by the Corporation:**

All drawings, Data and documentation that are given to the suppliers by the Corporation for the execution of the order are the property of the Corporation and shall be returned when demanded. Except for the purpose of executing the order of the Corporation, supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the

Corporation is not disclosed to any person, firm, body, corporate and / or authority and every effort shall be made to keep the above information confidential. All such information shall remain the absolute property of the Corporation.

**18.6 Name Plate details:**

Equipment shall be provided with name plate giving full details of manufacture, capacity and other details as specified in the relevant IS or other specification stipulated. The purchase order No and date and year of supply and the words "TSREDCO" and "LOGO" must be etched on the name plate and outer box. The colour of the print would be decided by TSREDCO.

The size of the rating details shall be printed as per the inscriptions approved by TSREDCO. The details printed shall be clearly visible. The shape and size of the details printed and inscriptions shall be approved by TSREDCO.

**18.7 Materials & Workmanship:**

Supplier shall fully warrant that the stores, equipment and component supplied shall be new and first quality, according to the specifications and shall be free from defects (even concealed faults, deficiency in design, materials and workmanship).

**18.8 Supplier's liability:**

Supplier accepts full responsibility and indemnifies the Corporation and shall hold the Corporation harmless from all acts of omission and execution of the contract.

**18.9 Access to supplier's Premises:**

The Corporation and /or its authorized representative shall be provided access to supplier's and / or his sub-contractor's premises, at any time during the pendency of the contract, for expediting the supplies, inspection, checking etc.

**19 Inspection by TSREDCO**

19.2 All materials/ equipment to be supplied shall be subject to inspection/checking/ testing by the TSREDCO or its authorized representative at all stages and places, before, during and after the supplier / manufacture. All tests shall be carried out in the presence of authorized representative of TSREDCO. Supplier shall notify TSREDCO for the inspection of materials/ equipment when they are ready, giving at least 15 days notice. If upon receipt at TSREDCO unit offices, the materials/ equipments do not meet the specifications, they shall be rejected and returned to the supplier for repair/ modification etc., or for replacement. In such cases all expenses including to and fro freight charges, repacking charges, transit insurance etc., shall be to the account of supplier.

19.3 Inspection by the authorized representative of TSREDCO or failure of TSREDCO to inspect the material/ equipment shall not relieve the supplier of any responsibility or liability in respect of such materials /equipment and shall not be interpreted in any way to imply acceptance thereof by TSREDCO. Whenever specifically asked for by the TSREDCO, the supplier shall arrange for inspection/ testing by institutional Agencies. In such cases supplier shall adhere to the inspection/ testing procedures laid down by such agencies. All expenses including inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the contract.

## **20 Packing and Marking:**

20.2 All materials/equipment shall be securely packed to the requirement of transportation by Rail/Road/Sea transport. All exposed services/ connections/ protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "Handle with Care". The packing requirements of Rail/ Road transport shall be complied with so as to obtain clear Railway/ Lorry Receipt i.e. without any qualifying remarks.

20.3 All packages and unpacked materials shall be marked with the name of the Consignor, Consignee, Purchase Order/Contract No., gross and net weight, sign of handling, if any, with indelible paint in English at least at two places. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

20.4 All Equipment/material shall be protected for ocean shipment, inland transport, carriage at the Site and outdoor storage during transit and at the Site, strictly according to the instructions given in this specification

- The contractor shall be responsible for any damage to the equipment during transit due to improper and inadequate packing.
- Only packages constructed out of sound material and of dimensions proportional to the size and weight of contents shall be used.
- Bundled materials shall be strapped rigidly with steel band over the protective covering.
- Fragile materials shall be securely braced with the containers or otherwise amply fastened and packed to prevent hitting or rattling. Soft non-hygroscopic packing materials shall be placed between the hard packing materials and the fragile equipment. Articles which do not completely fill the selected container must be cushioned, braced, fastened or blocked to prevent damage to the article itself or destruction of the container. Inner bracing or blocking must be such that the content's weight is distributed over interior surfaces rather than concentrate on one or two critical points.
- Components containing glass shall be carefully covered with shock absorbing protective material such as expanded polystyrene ('Thermo Cole').

- All openings in the equipment shall be tightly covered, plugged or capped to prevent foreign material from entering.
- In the case of large and bulky equipment, the contractor shall be responsible for ascertaining transport limitations and supply the equipment in the minimum number of components or sub-assemblies, within the framework of transport limitations.
- The contents of the packages shall be sealed in thick polythene sheets and all the inside walls of the packages shall be lined with waterproof paper to protect the equipment from damage due to dust and moisture.
- All equipment shall be protected for the entire period of dispatch, storage and incidental damage due to vermin, sunlight, rain, high temperature, humid atmosphere, rough handling in transit and storage in the open including possible delays in transit. Material and equipment shipped across the sea shall be packed to withstand without damage, the effects of salt spray. All machined and plated parts shall be protected with anti-rust grease. At such points, wrapping impregnated with anti-rust composition or vapor phase inhibitors shall be used. These shall have sufficient strength to resist chafing and indentation due to the movement which is likely to occur in transit. The protective wrappings and impregnation shall last for a minimum period of three months.
- Silica-gel or approved equivalent moisture absorbing material in small cotton bags shall be placed and tied at various points on the equipment, wherever necessary.
- Adequate provision of skids or pallets shall be made to keep the packages above the collecting drainage. Crates and other large containers should have drain holes in the bottom to prevent collection of water within the packing. This is especially important where the cargo itself is subject to condensation (cargo sweat).
- All cases shall be provided with suitable cutouts, closed by bolted wooden planks to facilitate inspection by customs authorities. Waterproof transparent papers shall be provided at the cutout locations to prevent water ingress into the casing through the cutout.
- All spare parts shall be packed and treated for long storage conditions at site.
- Any material found short inside the packing cases shall be supplied by the contractor at no extra cost to the purchaser.
- All packing cover and packing material shall become the property of the purchaser.
- Marking of Packages - All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with waterproof paint) on at least three sides with:
  - a. Destination address as communicated.
  - b. Contract NO.
  - c. Dimensions.
  - d. Net and gross weights.
  - e. Sign showing 'side up'.

- f. Sign showing 'fragile' marks in case of delicate Equipment.
- g. Sign showing slinging and sling position.
- h. Any handling and unpacking instructions, if considered necessary.
- i. Identification mark relating them to the appropriate shipping documents.
- j. In case of spare parts, each spare part shall be clearly marked and labeled on the outside of its packing with its description and catalogue/part number.

## **21 Documentation**

- 21.2 The contractor's store keeping function will include maintaining various records. These records shall include but not limited to Supplier-wise record of equipment/material received, stored and issued for dispatch as well as stock position.
- 21.3 Record of inspection and repairs carried out, protective measures and lubrication equipment in storage until the same is taken over by the owner.

## **22 Dispatch of materials:**

- 22.2 The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier should acquaint himself of the conditions for handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit. Packing of the materials / equipment shall be strictly as per the provision of the contract or standards or as required. All formalities related to allotment of wagons, loading permission from railways shall be completed by the supplier. The supplier shall communicate immediately the dispatch details to the consignee as specified in the contract. The original dispatch documents shall be forwarded immediately either directly or through bank, failing which the supplier shall be responsible for any delay in payment and consequential payments of demurrages and wharf ages to the transporter.

## **23 Transportation, Demurrage Wharfage, Etc.**

- 23.2 Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in Telangana including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.

- 24 **TSREDCO reserves the right to**  
**Negotiate with the Bidders for further reduction of prices.**

## **25 Payment Terms**

Payment of the project cost shall be paid by the Purchaser directly to the awarded Tenderer after satisfactory TSREDCO Inspection (The satisfactory report shall be authenticated by representative/authority of TSREDCO) & on submission of invoice to the purchaser. Copies of invoices after inspection shall also be submitted to TSREDCO along with Inspection Report and required documents. **The payment will be paid within 30 days after submission all the necessary and required documents to TSREDCO Head Office.**

## **26 Special Attention**

While preparing the Bid-Price the Bidders shall also take into account the following:

- Indian Income Tax and Surcharge on Income Tax on Salaries of Expatriates etc.
- Corporate Income Tax.
- All Taxes, GST, Duties and expenses such as Excise Duty, Sales Tax on Indian Supplies, Customs Duty and Custom Clearance on imported items, transportation and storage at site etc.
- All local duties, royalties, octroi etc.
- All applicable taxes, cess charges etc., on works contract etc. in the State of Telangana.

## **27 Extension of Time for Completion**

The Time(s) for Completion specified in the SCC shall be extended if the Bidder is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a. any occurrence of Force Majeure as provided in Clause of Force Majeure,
- b. any changes in laws and regulations as provided in Change in Laws and Regulations clause or
- c. any default or breach of the Contract by the TSREDCO, specifically including failure to supply the items
- d. any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier/Manufacturer.

## **28 Banning of Business Deal**

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

## **Bankruptcy**

If the Contractor shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/ reconstruction, or carry on its

business under a receiver for the benefit of its creditors or any of them, the Owner will be at liberty:

To terminate the contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the contract may become vested & to act in the manner as though the last mentioned notice has been the notice referred to in such clause and the equipment and materials have been taken out of the contractor's hands.

To give such liquidator, receiver or other person, the option of carrying out the contract subject to his providing a guarantee, for the due and faithful performance of the contract up to an amount to be determined by the Owner.

### **SECTION-III: Technical Specification and Special Conditions of Contract (SCC) and Online Price/ Financial Bid Format.**

*Note: THE TERMS & CONDITIONS STIPULATED HEREIN (I.E., IN SECTION-III) WILL SUPERSEDE ANY CONTRADICTION/ SIMILAR/ OVERLAPPING TERMS & CONDITIONS IN ANY OTHER SECTION/PART OF THE TENDER.*

#### **A. BIDS ARE TO BE SUBMITTED AS FOLLOWS:-**

*(Please note that, TSREDCO has switched the tender system into E-tendering. Bidders will submit their bid accordingly as per the terms and conditions of E-tendering mode.)*

**Envelope-I should contain Technical Proposal of the Bid Should Contain (scanned copies of) the following:**

- i. **Physical Copy to be Submitted & Scanned Copy to be uploaded: Bidding Document Cost** in the form of Online/Banker's Cheque/Demand Draft/Pay Order drawn in favour of "Telangana State Renewable Energy Development Corporation Limited", Payable at Hyderabad
- ii. **Physical Copy to be Submitted & Scanned Copy to be uploaded: Earnest Money Deposit** in form of Online/ Banker's Cheque/Demand Draft/Pay order in favour of "Telangana State Renewable Energy Development Corporation Limited", Payable at Hyderabad.
- iii. **Scanned Copy to be uploaded: Bid Form** as per the Attachment-1 of Section-IV, i.e., letter of the bidder submitting the bid (Bid Form on Bidder's Company Letter Head).
- iv. **Scanned Copy to be uploaded: Power of Attorney to Sign the Bid** as per the Attachment-2 of Section-IV - Bidders to use their own format.
- v. **Scanned Copy to be uploaded: Certificate of Acceptance of Important Terms and Conditions** as per the format at Attachment-3 of Section-IV.
- vi. **Technical bid as indicated in bid document, i.e.,** documentary evidences regarding bidder's qualifications to perform the Contract, as required per the Qualifying Requirements a per Annexure D & E and Bid Evaluation Criteria.
- vii. **All Test Reports conforming to technical specifications as per Annexure E**
- viii. **One complete set of EoI documents** and subsequent amendments (if any), duly signed and stamped on each page. (this can be submitted as Spiral bound hard copy)

#### **Envelope-II should contain Price/ Financial Bid (to be filled-up online)**

Since the bids are to be submitted through E-tendering mode, the prices are to be filled on e-tender portal only and bidders are requested not to submit the price/ financial bid in hard copy at TSREDCO, anyhow a blank price/ financial bid format shall be submitted as hard copy as per annexure E along with the documents.

**Price / Financial Bid Sheet Format is prescribed at ANNEXURE-C** in the Tender document – only for illustration purpose (prices are to be filled on E-tender portal only).

#### **B. SPECIAL CONDITIONS OF CONTRACT**

##### **1. Terms of Payment**

Payment towards cost of BLDC Fans and LED Tubelights supplied/delivered (including transportation, handling, insurance and other costs etc.,) shall be paid by the TSREDCO



directly to the awarded Tenderer after satisfactory TSREDCO Inspection and acknowledgement received from TSREDCO representative at designated stores location (Signed and Stamped) & on submission of invoice to the TSREDCO Head Office.

However, the following details are to be provided by the supplier during their first delivery to a particular Location in Telangana as per the requirement of TSREDCO:-

- a. Customer Care Number for complaint handling.
- b. Address and contact details of at least one operational (1) Replacement Centre in the Hyderabad, which must be operational till the warranty period.

OR

- c. Supplier has to make at least one (1) temporary arrangement for the replacement mechanism and submit the address and contact details in Hyderabad, which must be operational till the warranty period.

If the supplier fails to provide the details for the replacement mechanism, latest by the second delivery to the particular location in Telangana, the Bank Guarantee submitted by the bidder may be encashed by TSREDCO for making necessary arrangements for replacement mechanism at the same.

The payment shall be processed upon receipt of following:-

- Acceptance of LOA and signing of Contract Agreement.
- The supplier shall provide Performance Security (PS)/Contract Performance Guarantee (CPG) equivalent to 10 % of Order value to TSREDCO within fifteen (15) days of receipt of the LOA.

*Note: Cost of BLDC Fan and LED Tubelight discovered through Competitive Bidding process including transportation, loading, unloading, insurance etc. F.O.R. across Telangana.*

## **2. Test Certificate**

Before commencing the supply, bidder must submit the final test certificate (not more than 1-year-old). Please refer the list of test certificates indicated in the technical specifications document

## **3. Warranty**

Three (3) years from date of Commissioning of the respective consignment.

## **4. Price Basis**

To be quoted as Firm at F.O.R Basis. The quantity may be diverted to any location across Telangana as per requirement of TSREDCO.

## **5. Evaluation Criterion**

Tender will be evaluated for per BLDC fan Total price and/or LED Tubelight Total price. Technically suitable bidder having the lowest price shall be L-1.

In the price / financial bid to be submitted online as per the format displayed on e-tender website.

**6. Earnest Money Deposit (EMD):**

The EMD shall be in the form of Online Payment/ Banker's cheque/ Demand Draft in favour of Telangana State Renewable Energy Development Corporation Limited issued by any scheduled/nationalized bank payable at Hyderabad. EMD shall remain valid for a period of 45 days beyond the original bid validity period of 180 days, i.e., 225 days from date of Technical bid opening. If there is any extension in bid validity period, then TSREDCO may ask the bidder to extend the validity of EMD.

The details of EMD instrument has to be submitted in relevant field/column of online module. Tenders without Earnest Money Deposit is liable to be rejected. It should be ensured by the vendor that the online payment receipt/original DD/bankers cheque is received by TSREDCO before opening time of Technical bids for verification of the details of online payment receipt/DD/bankers cheque given online by the vendors.

The tender submission, tender closing and opening will be done electronically and online.

TSREDCO will not be responsible for any delay, loss or non-receipt of Tender Document Cost sent by post/courier. The instrument should reach in original to TSREDCO Head office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.

The EMD of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated technically acceptable bidder. However unsuccessful bidder should submit a letter to VC & MD – TSREDCO requesting to return EMD.

The EMD of the successful bidder will be returned when the bidder has signed the contract agreement, and has furnished the required performance security.

The EMD may be forfeited if:

- a. If the bidder withdraws its bid during the period of bid validity as specified in the bid.
- b. If the bidder does not accept computational/arithmetical error correction made by TSREDCO and as explained in "Financial Evaluation" section of the Bid/ NIT document.
- c. If the bidder does not accept assumptions, estimations etc. used for evaluation of bids as specified by TSREDCO in tender documents and revision of his bid accordingly, in case other assumptions are used. If the bidder does not accept the sharing as specified in the bid.
- d. In the case of successful bidder, if the bidder fails to sign the contract agreement

within 15 days of placement of Lol/Award letter and to furnish the required contract performance guarantee, in accordance with the tender document.

**7. Performance Security/Contract Performance Guarantee:**

Within fifteen (15) days of the receipt of award (P.O./L.O.A.) from TSREDCO, the supplier shall furnish the Contract Performance Security/Guarantee only in the form of a Bank Guarantee of value equaling 10 % of the total delivered value with respect to PO. LOA. Any delay in submission of PS/CPG shall be deemed as accruing of financial benefit to the supplier. However, this provision does not bind TSREDCO in any way from proceeding against the supplier (including forfeiture of EMD, cancellation of the empanelment/LOA, etc.) for non-compliance towards non-submission of the PS/CPG.

The Bank Guarantee must be valid to cover Delivery Period + Warranty Period + Three Months.

Bank guarantee shall be from any Scheduled/Nationalized Banks. TSREDCO shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the bidder in connection with the contract including of guarantee obligations.

Failure of the Successful Bidder to comply with the requirements of IFB/NIT shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.

**8. Quantity:**

TSREDCO reserves the right for quantity variation up to +/-20%. Further, TSREDCO reserves the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions. Also, TSREDCO reserve the right to ask the successful bidder to deliver the part quantity placed on them anywhere in territory of India on same prices, terms and conditions. **However, TSREDCO will award the quantity required based on the demand raised by concerned beneficiary departments.**

**9. Insurance:**

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes

**10. Transportation, Demurrage Wharfage, Etc.:**

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall

be included in the Contract Price. Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc.

- 11.** Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost & terms and conditions.
- 12.** Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
- 13.** The bidder should not have been black-listed by Central/ State Government or Public Sector Undertakings. If at any stage of tendering process or during the currency of the contract, any suppression / falsification of such information is brought to the knowledge, TSREDCO shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of EMD/CPG.
- 14.** The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Technical specifications and Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

**ANNEXURE-A: Tentative Delivery Schedule**

*Quantity to be supplied will be mentioned in the respective PO/LOA*

**ANNEXURE-B: Specific Confirmation by Bidder**

<b>SPECIFIC CONFIRMATION BY BIDDER</b>	
<i>Note: Please submit the table below duly filled, signed and stamped along with Technical Bid.</i>	
<b>Description</b>	<b>Remarks</b>
In case more than one bidder gets qualified based on the Technical Bid, then the bidder quoting the lowest total price for BLDC Fan including warranty cost and all other costs defined in price/ financial bid table will qualify as the successful bidder.	Agreed.
In case more than one bidder gets qualified based on the Technical Bid, then the bidder quoting the lowest total price for LED Tube light including warranty cost and all other costs defined in price/ financial bid table will qualify as the successful bidder.	Agreed.
Offer of BLDC fan having wattage other than rated 28W as per BIS standard and BEE star label certificate will not be accepted and bidder shall be disqualified.	Agreed.
Offer of LED tube light of 20W as per BIS standard will not be accepted and bidder shall be disqualified.	Agreed.
Offer of Warranty less than 3 Years from the date of delivery of respective consignment will not be accepted and bidder shall be disqualified.	Agreed.
In case of LED tube light 1. Only genuine LM80 Report / TM 21 from EPA Certified (ILAC, MRA, KOLAS, etc.) shall be submitted by the bidder AT THE TIME OF BID, duly signed by the Lab. Representative. If it is found by TSREDCO during document verification that the LM80 is unauthorized, the bidder shall be summarily disqualified. 2. Test Reports from NABL Certified Lab are to be submitted for all non-life tests. LM 79 report also to be submitted at the time of bid submission.	Agreed.
For the purpose of this Tender, the successful bidder needs to provide name, address, mobile no., email addresses, designations of at least 3 Senior Nodal Officers (Regular Employees of their organization), nominated by their top management, who are reachable through any means of modern communication and who shall be accountable to deliver the product and associated services to TSREDCO as per the tender.	To be indicated and enclosed.

Any entity which has been barred by the Central/State Government or PSUs, from participating in any bid, and the bar subsists as on the Bid Due date, would not be eligible to submit a Bid. Necessary declaration to this effect has to be given by the bidder as per format in the tender form.	Vendor to give a declaration on its letterhead pad.
Bidder should have an existing network or has to set-up a local service network in Hyderabad to support post-delivery maintenance activities. The Successful Bidder has to further support the project by opening office in Telangana one Project Engineer dedicated full-time to support supply and post-distribution warranty commitments. In case of Consortia, the condition remains unchanged.	Details of service support network or plans for deployment of such network in project area to be provided before second lot dispatch.
Free Replacement Warranty - 3 Years from date of delivery by the supplier.	Batch warranty certificate to be provided.
TSREDCO reserves the right for quantity variation up to +/- 20%. Further TSREDCO reserves the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions. Also, TSREDCO reserves the right to ask the successful bidder to deliver the part quantity placed on them anywhere in territory of India on same prices, terms and conditions.	Agreed.
TSREDCO shall give preference to domestically manufactured Products	Agreed.
It will be the sole discretion of TSREDCO to award the quantity irrespective of the quantity mentioned by the bidder and the band provided.	Agreed.
Detailed Test certificate (NABL Certified Lab.) for Lamp / fan being offered meets Technical Specifications as per NIT.	Agreed.
Sample copy of batch test report specifying all the required tests will be reported with each product consignment.	Agreed.
Undertaking by authorized signatory that all Central/State taxes, duties, levies, etc. shall be complied with by the supplier.	Undertaking to be provided.
Declaration that Bidder has not been barred/ banned/ black-listed by Central/ State government or PSUs.	Agreed.

**Note:**

*All the required documents must be properly annexed and submitted with the confirmation as mentioned above.*

**ANNEXURE-C: Price /Financial Bid format**

**(produced here for illustration purpose; to be filled-up scan copy to be uploaded ONLINE only)**

Sl. No.	Description of Work	Quantity	Unit of Measurement (UOM)	Base Price per Unit Quantity (In INR) (In figures)	Cost of Transportation, loading/unloading, P&F, Transit Insurance, Handling, etc. (INR) (In figures)	Cost excise duty, GST and All other taxes (INR) (In figures)	Total Price for proposed quantity Inclusive of all associated costs (In INR) (In figures and words)
1	2	4	3	5	6	7	8= (5+6+7)
1	Design, Manufacture & Supply of 20W LED Tube Lights in entire Telangana with 3 years	40000	Per LED TL				
2	Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty	20000	With Remote (___W)				
			Without Remote (___W)				

**Note:**

- **For Fan, please mention the wattage and quote accordingly**
- The Bidder shall indicate in the Price/ Financial Bid, the unit prices in Rs. (INR) and total Bid prices of the Goods & Services in the prescribed Format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
- Successful bidder mandatorily to be registered with sales tax authority. Tax rates applicable on
- LED bulb will be paid only on production of necessary documents/ proofs.
- Prices to be quoted F.O.R to Destination Basis.
- The bidder should quote for all heads in the price/ financial bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may leads to rejection of offer submitted. Bidder is to arrange on its



own to deliver the material at site.

- The taxes will be paid on actual basis as per the locations of delivery on submission of documentary evidence.
- TSREDCO shall issue Road permit and concessional Sales Tax Form 'C' subject to GST registration of the supplier in the particular state.
- Deposit of statutory taxes, duties, levies etc to government authorities shall be sole responsibility of the bidder. However, income tax, TDS etc. will be deducted at source by TSREDCO as per Government policies.
- The bidder shall submit PAN and Service Tax Registration Certificate in support of claim of service tax
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- Prices will remain firm till the execution of the contract.
- Prices to be quoted are Inclusive of Cost of Transportation, loading/ unloading, P&F, Transit Insurance, Handling & excise duty. All other taxes, viz., Sales tax/GST/Octroi/ Entry tax, etc. will not be included.
- Items will be supplied in proper packing to avoid any damage during transit and storage.
- I/We have read all the terms and conditions of the NIT/IFB and the Annexure(s) thereto and agree to accept and abide by the same in to. The above quotation has been prepared after taking into account all the terms and conditions and scope of work of the NIT/IFB.

(SEAL)

Signature of Tenderer or Their Authorized Representative

Dated

Name & Address of Tenderer

Phone No:

Fax no.:

E-Mail:

### ANNEXURE-D: Qualifying Requirements

*Note: Apart from the criteria given below, past performance of bidder with TSREDCO i.e., related to quality, supply, performance etc. shall be taken in to consideration by TSREDCO during bid evaluation*

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
1	Bidder should be a Company incorporated under Companies Act, 1956 or as amended.	<p>Certificate of Incorporation issued under Indian Companies Act, 1956 / 2017 from Registrar of Companies to be submitted.</p> <p><b>* ANNEXURE D1</b> - Company Incorporation certificate (to be enclosed by Bidder with company seal and authorized signature)</p>	<p>Company Incorporation Certificate No.</p> <p>Date : _</p>
1a	Bidder should either have an existence in Lighting Industry for a minimum period of 5 years OR in LED Light/Luminaire manufacturing for last 3 years ending on the date of release of this Tender.	<p>The Bidder to submit an Excise/ GST Registration Documents and other relevant documents to support that they are manufacturer of lighting products since last five years or LED Lights for last 3 years.</p> <p><b>*ANNEXURE D1a</b> Copy of Excise Duty/ GST Registration Certificate &amp; other relevant documents to support that the bidder is a manufacturer of lighting products since last five years or LED lights for last three years.</p>	<p>Excise/ GST Registration No.</p> <p>Date:</p> <p>Other details : _</p>
1b	Bidder should either have an existence in Fan Industry for a minimum period of 5 years OR in BLDC Fan manufacturing for last 3 years ending on the date of release of this Tender.	<p>The Bidder to submit an Excise/ GST Registration Documents and other relevant documents to support that they are manufacturer of Fans since last five years or BLDC Fan manufacturers for last 3 years.</p> <p><b>*ANNEXURE D1b</b> Copy of Excise Duty/ GST Registration Certificate &amp; other relevant documents to support that the bidder is a manufacturer of lighting products since last five years or LED lights for last three years.</p>	<p>Excise/ GST Registration No.</p> <p>Date:</p> <p>Other details : _</p>

2a	<p>The bidder could be:- A manufacturer of LED lamps/ Tubelights OR A consortium of LED lamp/ Tubelight manufacturer and any of their licensed suppliers/co-makers to supply LED products.</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>▪ In case of consortium, the partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.</li> <li>▪ The branding should be of the Lead Partner. The primary responsibility of supply, quality of LED products and all other conditions of the Contract shall be of Lead Partner. TSREDCO shall coordinate only with the Lead partner.</li> <li>▪ A consortium of maximum two members is allowed.</li> <li>▪ All the documentation should be completed by Lead Partner and in the name of the Lead Partner the terms 'Bidder' in the Tender shall correspond to Lead Partner wherever consortium is there.</li> <li>▪ In case of NSIC Consortium, NSIC shall be considered and designated as the default Lead Partner of the Consortium. Further, NSIC needs to submit self-authorization letter accepting terms and conditions of Tender (except for those terms and conditions in which NSIC consortium are given special status as per Government of India policy for the Government Purchase Programme) and also need to provide details of Consortium members should be completed by NSIC and in the name of the NSIC.</li> <li>▪ Further, MSMEs are also eligible to participate in tender directly provided they meet all QRs in their individual capacities and are not part of the NSIC consortium or any other consortium.</li> </ul>	<p>The Firm/Factory shall be registered under: Indian Factories Act, 1948. Bidder to provide the relevant copies.</p> <p>In case of consortium, bidder must indicate the name of the Lead Partner and also submit Consortium Agreement.</p> <p>Documentary evidences in case of NSIC:</p> <ol style="list-style-type: none"> <li>1. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> <li>2. NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</li> </ol> <p><b>*ANNEXURE D2a –</b> Copy of factory License and Consortium Agreement.</p> <p>In case of NSIC, the following documents are to be submitted:</p> <ol style="list-style-type: none"> <li>1. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> <li>2. NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</li> </ol>	<p>Factory License No. _ _ Date :</p> <p>Brief description of Goods / Services as per Excise/ GST Registration / Factory License :</p>
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2b	<p>The bidder could be:- A manufacturer of Fans/ BLDC fans OR A consortium of Fans/ BLDC Fans manufacturer and any of their licensed suppliers/co-makers to supply Fans.</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>▪ In case of consortium, the partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.</li> <li>▪ The branding should be of the Lead Partner. The primary responsibility of supply, quality of Fans and all other conditions of the Contract shall be of Lead Partner. TSREDCO shall coordinate only with the Lead partner.</li> <li>▪ A consortium of maximum two members is allowed.</li> <li>▪ All the documentation should be completed by Lead Partner and in the name of the Lead Partner the terms 'Bidder' in the Tender shall correspond to Lead Partner wherever consortium is there.</li> <li>▪ In case of NSIC Consortium, NSIC shall be considered and designated as the default Lead Partner of the Consortium. Further, NSIC needs to submit self-authorization letter accepting terms and conditions of Tender (except for those terms and conditions in which NSIC consortium are given special status as per Government of India policy for the Government Purchase Programme) and also need to provide details of Consortium members should be completed by NSIC and in the name of the NSIC.</li> <li>▪ Further, MSMEs are also eligible to participate in tender directly provided they meet all QRs in their individual capacities and are not part of the NSIC consortium or any other consortium.</li> </ul>	<p>The Firm/Factory shall be registered under: Indian Factories Act, 1948. Bidder to provide the relevant copies.</p> <p>In case of consortium, bidder must indicate the name of the Lead Partner and also submit Consortium Agreement.</p> <p>Documentary evidences in case of NSIC:</p> <ol style="list-style-type: none"> <li>1. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> <li>3. NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</li> </ol> <p><b>*ANNEXURE D2b –</b> Copy of factory License and Consortium Agreement.</p> <p>In case of NSIC, the following documents are to be submitted:</p> <ol style="list-style-type: none"> <li>3. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> </ol> <p>NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</p>	<p>Factory License No. _ _ Date :</p> <p>Brief description of Goods / Services as per Excise/ GST Registration / Factory License :</p>
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S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
2c	<p>Bidder including their Consortium partner and Co-maker must have their own manufacturing facility (ies) in India with valid ISO certification having in-house electronics manufacturing and assembly process. It should have in-house SMT and wave soldering setup.</p> <p>Bidder should have an in-house testing facility in India to conduct electrical, electronic, optical, thermal and environmental tests. Bidder including Consortium Partner is also required to give consent in writing addressed to TSREDCO for this arrangement with details of manufacturing capacity, technological capability and openness for inspection and testing.</p>	<p>The bidder must provide:</p> <ol style="list-style-type: none"> <li>1. Copy of valid ISO Certificate</li> <li>2. Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.</li> </ol> <p><b>*ANNEXURE D2c</b></p> <ol style="list-style-type: none"> <li>1. Copy of Valid ISO Certificate.</li> <li>2. Details of the bidder's and co-maker's manufacturing facilities, machinery, equipment, set-up, testing facilities, etc.</li> <li>3. Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.</li> </ol>	<p>ISO Certificate No. _____ Date :</p> <p>Address &amp; Other details of the Manufacturing / Production facilities of the Bidder, Consortium Partner &amp; Co-maker (if applicable):</p> <p>Address &amp; Other details of Testing facility of the Bidder, Consortium Partner &amp; Co-maker (if applicable):</p> <p>Brief details of the Tests carried out : Other details</p>
2d	<p>The bidder may engage a maximum of three co-makers. The co-maker shall not separately participate as an independent bidder or Consortium Partner or as a co-maker of any other bidder participating in this tender.</p>	<p>The bidder is also required to submit the Memorandum of Understanding (MoU) executed with the so-declared co-maker(s).</p> <p><b>*ANNEXURE D2d – MoU with the Co-maker</b></p>	<p>MoU Ref No. _____ Date: _____</p> <p>No. of Co-makers: _____</p> <p>Names of Co-makers: _____</p> <p>Role of each Co-maker : _____</p>

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
2e	The Bidder including Consortium partner and co- maker should submit relevant documents to prove ability to meet demand for fulfilling the tendered quantity as mentioned in PO/LOA	<p>Proof of Installed capacity for products has to be submitted. Proof of significant past purchases of Chips, driver, electronic components and related spares for both LED TL and BLDC Fan.</p> <p><b>*ANNEXURE D2e-</b> All the documents pertaining to proof of Installed capacity of LED Products/ BLDC Fans. Proof of significant past purchases of Chips, driver, electronic components and related spares for both LED TL and BLDC Fan.</p>	Details of the Installed capacity of the bidder including Consortium partner
3	Bidder should extend Contract Performance Guarantee of 10% of total order value of respective P.O. and must be valid for Delivery Period + Warranty Period +Three Months Claims Period as per <b>Contract Performance Guarantee/Performance Security</b> clause.	<p>Board resolution copy/Consent letter to be furnished by the Bidder.</p> <p><b>*ANNEXURE D3 –</b></p> <p>Board Resolution copy / Consent Letter to be furnished by the bidder</p>	Details in brief : _____
4	The LED Product/ BLDC Fan offered by Bidder including Consortium Partner for supply against this tender must meet the specifications as indicated in the attached Technical Specifications.	<ul style="list-style-type: none"> <li>• All test reports as per <b>Technical Specifications</b> to be submitted.</li> <li>• All test reports submission are compulsory and non-submission of requisite test reports shall be liable to rejection of bid.</li> </ul> <p>Subsequent to award of contract to successful bidder, if it is found that performance declared by bidder in the bid document test reports is not matched by the test results of bulb samples drawn by TSREDCO at the time of supply and tested by NABL accredited labs to meet NIT specifications, then in such an event, TSREDCO reserves the right to terminate the contract/ forfeit earnest money/may impose strict action against the bidder which inter-alia extends to other provisions of NIT. Documents to be submitted as per</p> <p><b>*ANNEXURE D4</b></p>	<b>Details in Brief :</b>

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief																									
5	<p><b>LED Tubelights:</b> The Bidder should have experience of having manufactured and supplied a minimum quantity of: - a) 10 Lakh Electric Lamps within last five (5) years ending last day of the month previous to the one in which the tender is issued. OR b) 50,000 LED Tubelights either in India or through exports within last two (2) years ending last day of the month previous to the one in which the tender is issued.</p> <p>The above condition must be fulfilled by the bidder individually or cumulatively by the consortium partners.</p> <p><b>BLDC Fans:</b> The Bidder should have experience of having manufactured and supplied a minimum quantity of: - a) 5 Lakh Ceiling Fans within last five (5) years ending last day of the month previous to the one in which the tender is issued. OR b) 30,000 BLDC Fans either in India or through exports within last two (2) years ending last day of the month previous to the one in which the tender is issued.</p> <p>The above condition must be fulfilled by the bidder individually or cumulatively by the consortium partners.</p>	<p>Documentary proof – Letter of Award / Work Order Copy and Supply Completion Certificate/ Delivery Challan /Invoice Copies duly received by customer (with sign and stamp of customer) to be submitted.</p> <p><b>*ANNEXURE D5 -</b> Photocopy of Letter of Award/Work Order/Purchase Order/Contract, and of the Supply Completion Certificate/ Delivery Challan/Invoice (duly received by customer with signature and stamp of the customer), and Proof of significant past purchases of LED chips, driver, and components for supply to Government Orders or retail / consumer market.</p>	<p>Details to be furnished in brief which is as follow:</p> <p>Name of client, Work order No., Work order value, Work order date as per the format given below:</p> <table border="1" data-bbox="1554 454 2042 691"> <thead> <tr> <th>S.No</th> <th>Name of Client</th> <th>W.O./ P.O. No.</th> <th>Date</th> <th>Quantity as per W.O./P.O.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">Total</td> <td> </td> </tr> </tbody> </table>	S.No	Name of Client	W.O./ P.O. No.	Date	Quantity as per W.O./P.O.																Total				
S.No	Name of Client	W.O./ P.O. No.	Date	Quantity as per W.O./P.O.																								
Total																												
6	<p>Bidder should have their OWN BRAND (Lighting System - Streetlights/LED Bulbs, Fans) in the market (National/Global).</p> <p>The brand certificate must be atleast one-year-old from the date of bid submission.</p>	<p>Brand certificate to be submitted by the Bidder.</p> <p><b>*ANNEXURE D6 –</b> Brand Certificate &amp; other relevant documents to be submitted</p>	<p>Trade certificate Number : ____ Date :</p>																									

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
7	<p>The Bidder should have average annual turnover of more than <b>Rs. 15.0 Crores</b> in Lighting or RS. 5 Crore in Fan Industry in the immediately preceding last three completed Financial Years (2015-16, 2016-17 &amp; 2017-18) based on the audited financial statements.</p> <p>In case of consortium, combined Annual Turn Over (ATO) of all the members shall be considered. However, each partner must meet minimum 25% of ATO and at least one of the partners must meet minimum 40% of ATO. Participating companies are allowed to include turnover of their Holding Company (as per provision of Companies Act 2013) for the relevant year.</p> <p><i>Note: If the bidder have both items, The company Turnover shall be Rs.15 crores, if it is only fans then the turnover shall be minimum of Rs.5 Crore or equal</i></p>	<p>Duly authorized copy of audited annual report is to be submitted by Bidder along with a CA certificate to attest an Average Annual Turnover (as per the QR) in the lighting industry.</p> <p><b>*ANNEXURE D7 -</b></p> <p>Audited Balance Sheet of last 3 years and CA certificate</p>	<p>Combined Annual Turnover details : M/s _____ 2015-16: 2016-17: 2017-18:</p> <p>Individual Turnover of Consortium Partner</p> <p>1. M/s _____ 2015-16: 2016-17: 2017-18:</p> <p>2. M/s _____ 2015-16: 2016-17: 2017-18:</p>
7A	<p>The Net worth of Consortium as on the last day of preceding financial year (2017-18) shall not be less than Rs. 50 lakhs.</p> <p>For Consortium, each partner must fulfil the above condition individually.</p>	<p>Duly authorized copy of audited annual report is to be submitted along with a practicing CA's certificate</p> <p><b>*ANNEXURE D7 -</b></p> <p>Audited Balance Sheet of last 3 years and CA certificate</p>	<p>Individual Net worth Details</p> <p>1. M/s _</p> <p>2. M/s _</p>



S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
7B	<p>The Bidder should be profitable in at least two years of the last 3 three completed financial Years (2015-16, 2016-17 &amp; 2017-18). One of these financial years should be the immediately preceding year.</p> <p>For Consortium, each partner must fulfil the above condition individually. If not profitable in any of these Financial Years, the bidder must</p> <p>i) Illustrate Heavy Capital Investment done in these three Financial Years as the reason for being non-profitable</p> <p>OR</p> <p>ii) Prove ability of Line of Credit for financing the bidder's participation in this Tender.</p> <p>For Consortium, each partner must fulfil either of the above condition(s) individually.</p>	<p>Duly authorized copy of audited annual report is to be submitted along with a practicing CA's certificate</p> <p><b>*ANNEXURE D7 -</b></p> <p>Audited Balance Sheet of last 3 years and CA certificate</p> <p>If not Profitable, a certificate from a CA, justifying Heavy Capital Investment done in these three Financial Years with the documentary proof to be submitted OR</p> <p>a letter from scheduled bank, giving an undertaking to provide Line of Credit to the bidder for financing their participation in this Tender</p>	<p>Individual Profit Details</p> <p>1. M/s _</p> <p>2013-14:</p> <p>2014-15:            _</p> <p>2015-16:            _</p> <p>2. M/s _</p> <p>2013-14:</p> <p>2014-15:            _</p> <p>2015-16:            _</p>

**Note:**

**All the required documents must be properly annexed and submitted as mentioned above**

**\* - means separate respective annexure to be provided by the bidder as mentioned**

### ANNEXURE E: Technical Specifications

- Bidder to give 3 years free replacement warranty
- Bidder to submit Test Certificate for the parameters given below from a NABL certified Lab. as per the testing protocol mentioned in the tender document below

#### **Item 1: Technical Specifications of LED Tube Lights with batten for different capacities (Complete LED tube light set)**

Sr. No.	Description	Specifications	Your Specification (technical details)
1	Dimensions	4 Feet	
2	Power Consumption including driver loss	20W	
3	Luminous Efficacy of the system	Above 100 lm/W	
4	Color	5500°K - 6500°K	
5	Lamp Type	LED Tube Light	
6	Lamp Material	Anodized aluminium extruded housing with PMMA Cover	
7	Input Voltage Range & Frequency	140 – 280 VAC, 50 Hz Circuit should cut off beyond voltage range	
8	Power Factor	Greater than 0.95	
9	THD	<10%	
10	Beam Angle	100 – 120 deg.	
11	Mounting Type	Ceiling/ wall	
12	CRI	Greater than 80	
13	Rated lamp life	Min. 50,000 Hrs.	
14	Heat Dissipation	Suitable arrangement having low LED driving current	
15	IP Rating	IP 20	
16	Protection	2.5kV Voltage surge protection, Short Circuit Protection	
17	Driver	Constant current	

18	LED chip	Nichia/ Cree/ Osram/ Lumiled / equivalent	
19	Warranty	three years (onsite)	
20	Diffuser	Glare free milky	

**NOTE:**

All Tests have to be confirmed and appropriate TEST REPORTS from NABL Accredited laboratory which have to be submitted in Envelope I of Bid. Non-submission of the test report before the opening of the tender will disqualify the bidder in the technical Bid itself.

Additionally following LED related reports shall be provided by manufacturer for all the above models.

(A) LM79 and LM80/IS: 16106 & TM-21

(B) Photo biological Report as per IEC 62471 & IEC/TR 62778 – Ed. 1.0 Test report

(C) LED Chip (Efficacy, CCT and CRI) test report.

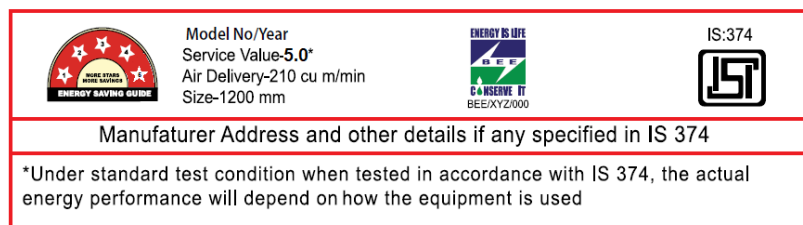
TSREDCO is free to draw samples from the supplied quantity and subject the same to test in a NABL Accredited Lab. The decision of TSREDCO on the same shall be binding on the vendor. Failure of the sample will invite strict penalty and disqualify the vendor from future tenders also.

**Item 2: Technical Specifications of Energy Efficient Fans of different capacities**

<b>Parameter</b>	<b>Specifications</b>	<b>Confirm Your specification (technical details)</b>
Type of fan	External rotor	
Colours	White, Brown or Ivory (as mentioned in PO/LOA)	
Type of motor	Brush Less Direct Current (BLDC)	
Fan size (Sweep)	1200 mm /48 inch	
Power input	28W (Maximum wattage)	
Air delivery	≥ 210 m <sup>3</sup> /min	
No. of blades	3 (three)	
Operation	The fan shall work with a. Remote Control (or) b. with appropriate Regulator	
ON/OFF and speed control operation	i. With built-in remote (IR) Sensor for external remote control. Sensor shall be located for signal sensing through the center of the fan motor bottom cover. ii. With Three button remote control for ON/OFF, Speed Increase and Speed	
Multiple speed settings	From 170 RPM to max speed in near equal steps from remote	
Operating Voltage	110-250V	
RPM	> 310	
Frequency	48-52 Hz	
Power Factor	> 0.95	

Parameter	Specifications	Confirm Your specification (technical details)
Energy Efficiency Rating*	Bureau of Energy Efficiency Star rating label on Fan	
Service value	≥7.5	
Tolerance limits	The performance values are minimum values & shall subject to any tolerance as per IS 374:1979 with all amendments, as applicable	
Type of blades	Aluminum sheet	
Motor construction	Totally enclosed type	
Corrosion resistance	Motor body and blades shall be corrosion resistant	
Other fan accessories	Standard down rod (min 500mm long), canopy (2No.) and shackle clip with lock (2 sets min 2 mm thickness)	
Safety features	Compliance to mechanical safety of fan suspension (clamp and down rod)	
Design and Manufacturing	India	
Onsite Warranty	3 years (onsite)	

**BEE Star Label shall be as shown below**



**BEE Star Label shall be affixed on fan as below**



**\* A Copy of BEE certificate shall be enclosed along with technical bid (for energy efficient fan) for each fan**

**SECTION-IV: Forms & Procedures**

**ATTACHMENT – 1**

**BID FORM (on Company Letter Head)**

To,

Vice Chairman & Managing Director  
Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),  
D.No. 6-2-910, Visvesvaraya Bhavan, II floor  
Khairatabad, Hyderabad - 500 004.  
Telangana State, India  
Ph: 040 – 23201502, 23201503.  
Fax: 040 – 23201504  
Email: [vc@tsredco.telangana.gov.in](mailto:vc@tsredco.telangana.gov.in), [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

**Subject: - EoI for supplying of 20W LED Tubelights/ 28W BLDC Fans in the state of Telangana with 3 years warranty, NIT No. TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19 dated 21.02.2019**

Dear Sir,

With Reference to your subject IFB/NIT, we are pleased to submit our bid for “\_\_\_\_\_.” in a sealed cover as detailed below:

Envelope I: Bid document fee/cost of tender documents [wherever applicable], Earnest Money Deposit, Bid Form, Power of attorney, Certificate regarding acceptance of important terms and conditions, Technical bid, Signed copy of EoI and subsequent amendments, if any.

Envelope II: Price/ Financial Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the four attachments as stated in “Instructions to Bidders”

We declare that the prices left blank in price schedule/price / financial bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes including service tax, entry tax (if any) , duties , levies , charges as may be assessed on us.

We undertake, if our bid is accepted, we shall commence the work immediately upon your Letter of Intent /Letter of Award to us, to achieve completion of work within the time specified in the bidding documents.

If our bid is accepted, we undertake to provide contract performance securities in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period as mentioned in Bid Information Sheet as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any

time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after placement of Lol/LoA.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent/ Letter of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any other bid you may receive.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Date \_\_\_\_\_

Company SEAL

NAME/S &AUTHORISED SIGNATORIES:

ADDRESS:

MOBILE NO.:

LAND LINE NO.:

Our correspondence details are:

1	Name of the bidder	
2	Address of the bidder	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone (with STD code)	
7	E-Mail of the contact person	
8	Fax No. (with STD code)	

Tender Document No/Package No:  
Package Details.....

Dated:

**POWER OF ATTORNEY**

**BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT**



**Tender Document No/Package No:** TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19  
dated 21.02.2019

**(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)  
(On Company Letter Head)**

To

Vice Chairman & Managing Director  
Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),  
D.No. 6-2-910, Visvesvaraya Bhavan, II floor  
Khairatabad, Hyderabad - 500 004.  
Telangana State, India  
Ph: 040 – 23201502, 23201503.  
Fax: 040 – 23201504  
Email: [vc@tsredco.telangana.gov.in](mailto:vc@tsredco.telangana.gov.in), [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

Sub: .....

1.0 With reference to our bid proposal No. TSREDCO/EC/E-TENDER-LEDTL & BLDC Fans/87/2018-19 dated 21.02.2019 we hereby confirm that we have read the following provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these clauses are acceptable to us and we have not taken any deviation to these clauses.

Governing Laws	-	Clause 7 of ITB
Settlement of Disputes	-	Clause 16 of ITB
Terms of payment	-	Clause B 1.0 of SCC
Performance Security/ CPG	-	Clause 5.10 of ITB
Taxes and Duties	-	Clause 8 of ITB
Completion Time Guarantee	-	Clause 9 of ITB
Defects Liability	-	Clause 10 of ITB
Functional Guarantee	-	Clause 11 of ITB
Limitations of Liability	-	Clause 2.21 of ITB
Project information, Estimation, Assumptions and conditions for Evaluation	-	As per Tables in price / Financial bid

We further confirm that any deviation to the above clauses found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication to TSREDCO.

Date:

Signature:

Place:

Printed Name:

Designation:

Company Seal

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of executing Bank)

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

Ref.: .....

Bank Guarantee No..... Date.....

To,

Vice Chairman & Managing Director

Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),

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

Khairatabad, Hyderabad - 500 004.

Telangana State, India

Ph: 040 – 23201502, 23201503.

Fax: 040 – 23201504

Email: [vc@tsredco.telangana.gov.in](mailto:vc@tsredco.telangana.gov.in), [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

Dear Sirs,

In consideration of the TSREDCO, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at .....( hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns ), a Contract by issue of Owner's Letter of Award No.....dated .....and the same having been unequivocally accepted by the Contractor and the contractor ( Scope of Contract ) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to \* ..... % (percent) of the said value of the Contract to the Owner.

We ..... (Name & address) having its Head Office at .....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns ) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent of .....as aforesaid at any time up to.....(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extent the time for performance of the Contract by the

Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_ and it shall remain in force upto and including\*\* \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Witness

Dated this .....day of.....at.....

Witness

.....

Signature

.....

Name

.....

Official Address

.....

Signature

.....

Bank's Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of Attorney

No.....dated.....

Note: \*\* Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

**BANK GUARANTEE CHECK LIST**

1	Bank Guarantee No.	
2	Issuing Bank	
3	Nature of BG & No. of Pages	
4	Validity of BG	
5	Package Description	
6	Party & Contracts ref.	Name, Address, Tel, Fax, email
7	Bank Reference	

S.No.	Details of Checks	YES / NO
1	Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ?	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG)	
3	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?	
4	Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of TSREDCO in any manner)?	
8	In case of deviations in text of BG, which materially affect the right of TSREDCO, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue.	
9	Are the factual details such as Bid Document No. NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?	
10	Whether overwriting/cutting if any on the BG have been properly authenticated under signature and seal of executant?	
11	Whether BG has been issued by a Bank in line with the provisions of Bid/Contract documents?	
12	In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract	

**PROFORMA OF LETTER OF UNDERTAKING**  
(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref. : NIT/Bid Document No.:

Our Reference No .....Date: .....

Bidder's Name and Address:

To,  
Vice Chairman & Managing Director  
Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),  
D.No. 6-2-910, Visvesvaraya Bhavan, II floor  
Khairatabad, Hyderabad, Telangana State, India- 500 004.  
Ph: 040 – 23201502, 23201503.  
Fax: 040 – 23201504  
Email: [vc@tsredco.telangana.gov.in](mailto:vc@tsredco.telangana.gov.in), [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

Dear Sir,

- 1 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package..... (Name of the package) for..... (Name of the Project) under bid reference no..... dated ..... and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per IFB/ Tender.

- 2 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s \_\_\_\_\_
- 3 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by TSREDCO.

4 We are herewith enclosing a copy of the Board Resolution in support of this undertaking

Witness

- 1.
- 2.

Yours faithfully,  
(Signature of Authorized Signatory)  
on behalf of the Holding Company

Name & Designation .....  
Name of the Holding Company .....  
(Seal of Holding Company)