



**(e-Procurement Tender Notice)**

**Rate Contract Tender document for  
Supply, Installation and  
Commissioning of LED Streetlights in  
Telangana state**



**NAME OF FIRM: \_\_\_\_\_**

**Tender notice No: TSREDCO/EC/RC for LED SL/BID/2019-20 Dated  
28.08.2019**

**CLOSING DATE: 11.09.2019 AT 3.00 PM**



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

D.No. 6-2-910, Visvesvaraya Bhavan, II floor  
The Institution of Engineers Building,  
Khairatabad, Hyderabad, Telangana State, India - 500 004  
Phone: 040 – 23201502, 23201503. Fax: 040 – 23201504  
Email: [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

**Rate Contract Tender for  
Supply, Installation and Commissioning of LED Streetlights in Telangana  
State.**

Sealed tenders are invited on rate contract basis for empanelment for the Supply, installation and commissioning of LED Streetlights at different villages in Telangana State from LED suppliers/manufacturers through e -procurement ([tender.telangana.gov.in](http://tender.telangana.gov.in)). The interested manufacturers/suppliers are required to submit tender through Telangana e- procurement website ([www.tender.telangana.gov.in](http://www.tender.telangana.gov.in)). Bidders are also requested to submit the hard copies as mentioned in the tender document. The proposal should reach the following address on or **before 11.09. 2019, by 5.00PM**

**The VC & 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  
Phone: 040 – 23201502, 23201503, Fax: 040 – 23201504  
Email: [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in).

## **Contents**

<b>PART – I: GENERAL DETAILS</b> .....	<b>6</b>
Bid Information Sheet.....	7
<b>PART – II: INSTRUCTIONS TO TENDERERS</b> .....	<b>10</b>
1. Introduction.....	11
1.1 General Information.....	11
1.2 General Terms and Conditions: .....	11
2. The Tender Document .....	12
2.1 Information required with the Proposal .....	13
2.2 Clarification of Tender Document .....	13
2.3 Amendments in Tender Document .....	13
3. Preparation of Tender.....	14
3.1. Earnest Money Deposit/ Bid Security.....	14
3.2 Period of Validity of Tender .....	15
3.3 Formats and signing of Tender .....	15
3.4 Price and Currencies .....	15
4 Submission of Tender .....	15
4.1 Sealing and Marking of Tender.....	15
4.2 Deadline for Submission of Tender .....	17
5 Tender Opening and Evaluation .....	17
5.1 Opening of Tender .....	17
5.2 Clarifications regarding the submitted Tenders .....	18
5.3 Price Bid Evaluation .....	18
6 Terms of Contract .....	18
6.1 Evaluation Criterion.....	18
6.2 Award of Work Contract.....	19
6.3 Right to vary quantities .....	19
6.4 Right to accept/reject any or all tenders. ....	19
6.5 Expenses of Agreement .....	19
6.6 Installation & Completion Schedule .....	19
6.7 Execution of Agreement of Empanelment.....	19
6.8 Issue of Letter of Empanelment .....	20
7 Scope of work .....	20
7.1 Packing and Marking: .....	22

7.2	Erection marks: .....	25
7.3	Progress Reports and Photographs/ Videos etc wherever indicated in work order based on the volume of the work. ....	25
7.4	Documentation .....	26
7.5	Dispatch of materials: .....	27
8	Inspection by TSREDCO.....	27
9	Demurrage/wharfage: Supplier shall also be responsible for all payments due to late receipt of RR/LR and other documents.....	27
10	Conditions of contract for Supply, Installation & Commissioning: .....	28
10.1	Work and Services .....	28
10.2	Labour and Tools .....	28
10.3	Field Engineering Clarifications .....	29
10.4	Implementation and Field Quality Plans.....	29
10.5	Pre-Commissioning Trails and initial Operations.....	29
10.6	Commissioning Report .....	30
10.7	Release of Claims .....	30
10.8	Taking Over .....	30
10.9	Regulation of Local Authorities and Status .....	30
11	Construction Management .....	31
11.1	Contractor's Assistance in Work Plan for Field Operation.....	31
11.2	Access to Site .....	32
11.3	Contractor's Site Office Establishment.....	32
11.4	Completion of Contract.....	39
11.5	Limit of contract .....	39
12	Force majeure: .....	40
13	Cancellation of order:.....	40
14	Jurisdiction:.....	40
15	Payment terms.....	41
16	Special Attention.....	41
17	Validity of empanelment.....	41
18	TSREDCO reserves the right to;.....	41
19	Banning of business deal: .....	42
PART- III: GENERAL TECHNICAL SPECIFICATIONS .....		43
PART –IV: TECHNICAL BID .....		50
1	Technical bid format (Envelope-I).....	51
2	Details of Experience .....	52

3	Details about the blacklisting, if any.....	52
PART –V: PRICE BID .....		57
1	Price Bid (Envelope-II).....	58
PART-VI: ANNEXURES .....		62

## **PART – I: GENERAL DETAILS**

<b>Bid Information Sheet</b>		
1	Name of the Company	Telangana State Renewable Energy Development Corporation Ltd (TSREDCO)
2	Name of Work	Supply, Installation and Commissioning of different capacities of LED Streetlights in Telangana State including 5 years warranty
3	Tender No & Date	<b>TSREDCO/EC/RC for LED SL/BID/2019-20 Dated: 28.08.2019</b>
4	Capacity and location of supplies	Entire Telangana as decided by TSREDCO.
5	Period of Contract	365 Days from opening of Price Bid
6	Tender Type	Open
7	Tender Fee (Non- refundable)	Rs.25,000 + GST @ 18% by way of DD, drawn in favour of TSREDCO, Payable at Hyderabad or online payment through Telangana e-tender website.
8	Ernest Money Deposit (EMD)/ Bid Security (Refundable)	EMD for Rs 5.00 Lakhs by way of Demand Draft in favour of TSREDCO, payable at Hyderabad or online payment through Telangana e-tender website. Firms claiming Exemptions for Bid Security shall submit letter from NSIC/ SSI for this tender only.
9	Bid Submission closing date & time	<b>11.09.2019 , 3:00 PM</b>
10	Hard Copy submission Last Date & time	<b>11.09.2019, 5.00 PM</b>
11	Pre-Qualification / Technical Bid Opening Date (online)	11.09.2019 at 3:30PM
12	Price Bid Opening Date and Time. (online)	16.09.2019 At 12:00 PM
13	Eligibility Criteria	<p>a) The Tenderer must be LED Manufacturer/ Supplier. For Manufacturer - shall have 3 years experience in supplying the LED streetlights. For Supplier - shall have 3 years experience in Supply, Installation &amp; Commissioning of LED Streetlights &amp;</p> <p>b) The Manufacturer/Supplier shall have average <b>annual turnover of Rs.3 crore</b> in the last three financial years and shall have supplied or commissioned 20,000 W capacity of street lighting systems.</p>
14	Place of Opening of Tender	Head Office, TSREDCO, Hyderabad.
15	Address	D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad, Telangana State - 500 004..

**NOTE: IMPORTANT INSTRUCTIONS:**

Bidder shall submit bid proposal along with Bid Document fee and EMD, complete in all respect. Technical bids will be opened in presence of authorized representatives of bidders who wish to 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 <https://tsredco.telangana.gov.in> only. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above websites only. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually.

Bids not accompanying the Tender Fee and EMD, or those accompanied by these instruments of inadequate value, shall not be entertained and in such cases, the bids shall not be evaluated and price bid will not be opened.

The Tender Fee has to be necessarily submitted in the form of Online payment mode of e tender portal or Demand Draft (DD) in favour of TSREDCO payable at Hyderabad issued by any scheduled/nationalised bank.

The EMD should be in the form of Online payment mode of e tender portal or DD in favour of TSREDCO, payable at Hyderabad. The validity of the EMD shall be as per the tender conditions

The details of the instruments of Tender Fee and the EMD (Online/DD 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. TSREDCO will not be responsible for any delay, loss or non-receipt of Tender Fee 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 Tender Fee 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 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 EMD has to mandatorily submit/upload the scanned copy of their valid original registration certificate(s) as asked for in the relevant, clause and Bid Information Sheet along with other relevant documents as part of their online bid.

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 <https://tsredco.telangana.gov.in>. The Tender submission, Tender closing and opening will be done electronically and online.

Multiple POs will be issued by TSREDCO based on the assignment given by the beneficiary departments/ organisations. TSREDCO will not issue any POs, if there is no enquiry or requirement from the beneficiary departments/ organisations.

## **PART – II: INSTRUCTIONS TO TENDERERS**

## **1. Introduction**

### **1.1 General Information**

Telangana State Renewable Energy Development Corporation Limited (TSREDCO) Registered Office at D.No. 6-2-910, Visvesvaraya Bhavan, II floor, The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India, herein after referred to as “Purchaser” who proposes to empanel the Manufactures/ Suppliers of LED streetlights of different capacities for installation in the state of Telangana through e-procurement. To facilitate the same, TSREDCO is intended to finalize the rate contract prices for various capacities of LED streetlights.

### **1.2 General Terms and Conditions:**

In construing these general terms & conditions and the annexed specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject inconsistent with such construction.

The “**Purchaser/Buyer/Corporation/TSREDCO**” shall mean Telangana State Renewable Energy Development Corporation Limited.

The “**Bidder/contractor/supplier/vendor**” shall mean the Tenderer /Bidder whose tender shall be accepted by the purchaser and shall include the tenderer’s legal personal representatives, successors and assigns.

The “**Engineer**” shall mean the V.C & Managing Director, TSREDCO for the time being, or such other officer as may be duly authorized and appointed in writing by the purchaser to act as engineer for the purposes of the contract. In case where no such engineer has been so appointed, the word “Engineer” shall mean the purchaser or his duly authorized representative.

“**LED Streetlight Work or Works**” shall mean and include different capacities of supply, installation of LED streetlights and materials i.e., cables, clamps, GI Pipe, removing of existing streetlights and handing over of the same to the respective beneficiary etc., to be provided and work to be done by the bidder under the contract.

The “**Contract**” shall mean and include the general conditions, specification, schedules, drawings, form of tender, covering letter, schedule of prices, or the final general conditions,

any special conditions applying to the particular contract specification and drawings and the agreement to be entered into under clause of these general conditions.

“**Supply**” shall be deemed to be treated as “Supply, Installation & Commissioning of LED street lights, including 05 years warranty period” unless specifically mentioned otherwise. It also includes removing of existing streetlights and handing over of the same to the respective beneficiary.

The “**Specification**” shall mean the specification annexed to these general conditions and the schedules there to (if any).

“**Tests on completion**” shall mean such tests as prescribed by the requirements of specification and performance & operation of the LED to be made by the bidder before the LED is taken over by the purchaser.

“**Taking over**” shall mean taking over of the LED by the purchaser after completion of “tests on completion” and completion of 72 hours/three days of continuous trouble free operation of the LED without any outages/ breakdowns attributable to the contractor.

“**Commercial use**” shall mean that use of the work, which the contract contemplates or of which it is to be commercially capable.

“**Month**” shall mean calendar month.

“**Writing**” shall include any manuscript, type written or printed statement, under or over signature or seal as the case may be. Words importing persons shall include firms, companies, corporation, and other bodies whether incorporated or not. Words importing the singular only shall also include the plural and vice versa where the context requires.

## **2. The Tender Document**

The tender procedure and contract terms are prescribed in the tender document. In addition to the invitation of tender, the tender document includes the various other documents as given in the table of particulars of tender. The tenderer should examine all instructions, terms and conditions, specifications, forms and formats etc., as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the

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Telangana State Renewable Energy Development Corporation Limited

**Authorized Signature of Bidder**    Page 12  
**with Stamp**

tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

## **2.1 Information required with the Proposal**

- 2.1.1. The tender must clearly indicate the name of the manufacturer, the types and model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.
- 2.1.2. The above information may be provided by the Tenderer in the form of separate sheets, specifications, catalogues etc, if required.
- 2.1.3. Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the Tenderer will be retained by TSREDCO. Any deviations from these will not be permitted during the execution of contract, without specific written permission of TSREDCO.

## **2.2 Clarification of Tender Document**

- 2.2.1. Any prospective tenderer requiring any clarification on the tender document regarding various provisions/requirements/preparation/ submission of the tender, may contact TSREDCO in writing by letter or fax or email before **one working day** of closing time of the tender. Queries received later shall not be entertained.
- 2.2.2. Verbal clarifications and information shall not be entertained in.

## **2.3 Amendments in Tender Document**

- 2.3.1. At any time prior to the due date for submission of the tender or even prior to the opening of the bid (as per 2.2.1 clause), TSREDCO may for any reason (clause 2.2.1 is not applicable if TSREDCO is willing to), whether at its own initiative or as a result of a request for clarification/ suggestion by a prospective tenderer, amend the tender document by issuing a notice.
- 2.3.2. The amendments will be notified on the website before the proposed date of submission of the tender. TSREDCO will bear no responsibility or liability arising out of non receipt of the information in time or otherwise. If any amendment is

required to be notified before proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time.

All the notices related to this tender which are required to be publicized shall be uploaded on <https://tsredco.telangana.gov.in> and Telangana e-tender portal only.

### **3. Preparation of Tender**

#### **3.1. Earnest Money Deposit/ Bid Security**

- 3.1.1. The tenderer shall submit an Earnest Money Deposit (EMD) as mentioned in the “Bid Information Sheet” in the shape of DD in favour of, TSREDCO, payable at Hyderabad or online payment through e-tender portal. Firms claiming Exemptions for EMD/ Bid Security shall submit letter from NSIC/ SSI for this tender only mentioning this tender document no. on the letter.
- 3.1.2. Tenders without EMD (except those having exemption letter as per tender conditions) shall be rejected by TSREDCO as being non-responsive.
- 3.1.3. The EMD of the successful bidder shall be converted to Security Deposit at the time of Agreement. **The EMD exempted successful bidder shall deposit the security deposit amount equal to EMD at the time of signing of contract agreement. The security Deposit shall be in the form of DD/BG.** No interest shall be paid by TSREDCO on the amount of EMD deposition as well as deposition of Security Deposit.
- 3.1.4. The EMD may be forfeited:-
  - a. If a Tenderer withdraws their tender during the specified period of validity of offer.
  - b. If the successful Tenderer fails to sign the contract agreement within stipulated period.
- 3.1.5. The authority reserves the right of awarding the work to other successful bidders (after receiving the consent to work), if the successful bidder fails to sign the contract agreement within stipulated period, the EMD/security deposit of such Tenderer shall be forfeited as per clause 3.1.4.
- 3.1.6. The EMD of all unsuccessful bidders shall be released soon after selection of successful bidder(s) against submission of their written intimation regarding acceptance of work and conversion of EMD in to security deposit.

### **3.2 Period of Validity of Tender**

- 3.2.1. Validity of the tender should be one year from the proposed date of opening of the price bid.
- 3.2.2. In exceptional circumstances, TSREDCO may solicit the consent of the bidders for extension of the period of validity of offer. The request and the response there of shall be made in writing.

### **3.3 Formats and signing of Tender**

- 3.3.1. The tender must contain the name and places of business of the firm/person/persons participating in the tender and must be signed and sealed by the Tenderer with his usual signature. The name and designation of all persons signing the tender document should be written below every signature. Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.
- 3.3.2. The original copy of the tender should be typed or written in indelible ink and must be signed with the legal name of the corporation/ company by the President/ Managing Director/ Secretary of the firm or a person duly authorized to bid. In case of authorized person, the letter of authorization by written power-of-attorney should be enclosed with the technical bid of the tender. The person or persons shall sign on all pages of the tender document.
- 3.3.3. The tender shall contain no interlink actions, erasers or overwriting except as necessary to correct the errors made by the tenderer in the preparation of tender. The person or persons signing the tender shall also sign at all such corrections.

### **3.4 Price and Currencies**

The tenderer shall have to submit their rates in Indian Rupees only (as per the price bid format) including all latest applicable taxes & duties of Govt. of Telangana as well as Govt. of India. Way bills & C-Forms shall be arranged by TSREDCO. Necessary Taxes (as admissible) will have to be borne by the successful bidder, if any.

## **4 Submission of Tender**

### **4.1 Sealing and Marking of Tender**

- 4.1.1. The tender must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the tender document submitted through online.

4.1.2. **Envelope I:** It shall be super scribed as “**Technical bid**” with tender no., along with bidder’s name & address and sealed properly. The envelope shall contain the following documents and same documents shall be scanned and uploaded through Telangana e - tender portal:-

1. Tender fee as mentioned in Bid Information Sheet (online receipt or DD)
2. Earnest Money Deposit as mentioned in Bid Information Sheet (online receipt or DD or exemption certificate.
3. Company Registration Certificate
4. Copy of PAN card
5. Copies of GST Registration Certificate
6. Latest GST/ Sales Tax clearance certificate.
7. Proof of Company’s local service centers/ technical personnel details with phone no.s
8. Experience Certificate – Past Work Orders or work completion certificates related to tender (it should reflect the 20,000W capacity installations/supply of streetlights)
9. Copy of latest Income Tax Clearance returns submitted along with proof of receipt
10. Last three years Annual financial statements/ annual reports certified by CA
11. Information on litigation history in which Bidder is involved (If there is no litigation history, the tenderer shall submit a self-attested declaration letter)
12. All the technical specifications supportive documents as per the tender documents i.e., Brochures, literature and other documents
13. All the test reports mentioned in the Part III – General Technical specifications
14. ISO Certificate (QMS)
15. Power of Attorney, wherever applicable
16. Partnership deed, wherever applicable
17. Tender document, duly signed and stamped on each page in token of accepted all the terms and conditions of the tender schedule along with amendments.

4.1.3. **Envelope II:** It should contain Price bid only. It should be superscripted as “**Price Bid**” with tender no. along with bidder’s name & address and sealed properly. The tenderer shall quote the prices on the Price Bid (Part II) format as attached to this tender document, duly sign and stamp on their company letter head and upload the same through e tender website only (online uploaded document only considered for evaluation). However, the tenderer shall submit a blank price bid in the envelope II. **If any tenderer submits the filled price bid openly in the envelope I or in envelope II or in online technical bid, then the tenderer is treated as non-responsive and the tender shall be rejected.**



- 4.1.4. Any term/condition proposed by the tenderer in his technical bid which is not in accordance with the terms and conditions of the tender document or any price conditions, payment terms, rebates etc. mentioned in price bid shall be considered as a conditional tender and will make the tender invalid.
- 4.1.5. Hard Copies of both the above sealed envelopes i.e., marked as Envelope-I (Technical Bid) and Envelope-II (Price Bid) will be sealed in another one envelope, subscribed with “**TENDER notice: TSREDCO/ EC/RC for LED SL/BID/2019-20 Dated 28.08.2019 and Name of Work: Rate Contract TENDER for Supply, Installation and Commissioning of Streetlights in Telangana State**”. This envelope shall be addressed to “Vice Chairman & Managing Director and address is provided in Bid Information Sheet.

***Note:** Bidders can quote for different LED Street lights or for one or multiple streetlight capacities (wattage). However, the bidder will be selected on L-1 criteria for individual Capacity (Wattage).*

#### **4.2 Deadline for Submission of Tender**

- 4.2.1. Tender must be submitted through e tender portal only. The tenderer shall ensure the same hard copy is submitted to TSREDCO.
- 4.2.2. The Hard copy shall reach the TSREDCO head office before **5 PM on the technical bid opening date**. TSREDCO is not responsible for any delay (in any mode) in submission by the tenderer.
- 4.2.3. TSREDCO may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with tender terms & conditions.
- 4.2.4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in Clauses of tender document. Withdrawal of a bid during this interval may result in the forfeiture of the EMD.
- 4.2.5. Any tender received after the specified date & time of submission will be rejected.

### **5 Tender Opening and Evaluation**

#### **5.1 Opening of Tender**

- 5.1.1 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 tender. 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 on the next working day.

5.1.2 Tenders will be finalized by the TSREDCO Tender evaluation committee, for the works along with technical bid evaluation for consideration and in accordance with the conditions stipulated in the tender document and in case of any discrepancy or non-adherence to the conditions, the same shall be communicated which will be binding both on the tender concluding authority and tenderer. In case of any ambiguity the decision taken by the VC & Managing Director, TSREDCO on tenders shall be final.

## **5.2 Clarifications regarding the submitted Tenders**

5.2.1 During the process of evaluation of the tender, TSREDCO may at its discretion ask the tenderer for a clarification of their tender. The request for clarification and the response shall be in writing.

5.2.2 Any query regarding any clarification required by TSREDCO through email/ fax/ letter on the information submitted by the tenderer, must be replied by the tenderer within 48 hours.

## **5.3 Price Bid Evaluation**

5.3.1 Quoting of Price should be through e -tender site only

5.3.2 The Price quoted shall be as per the format provided in the price bid. In cases of discrepancy between the cost quoted in words and in figures, the lower of the two will be considered. In case of discrepancy between the actual total of price break up and the total mentioned in the bid, the lower of the two will be considered.

5.3.3 TSREDCO reserves the right to negotiate with the bidders for further reduction of prices.

5.3.4 Under no circumstances shall a tenderer increase his price during the validity period after tenders are opened. Any tenderer who does so shall not only lose his EMD or SD but also run the risk of being Blacklisted by TSREDCO. TSREDCO also reserves the right under the law to recover damages resulting there from, in addition to forfeiture of EMD.

## **6 Terms of Contract**

### **6.1 Evaluation Criterion**

The whole work shall be on Turnkey basis. The empanelment of tenderer shall be

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Telangana State Renewable Energy Development Corporation Limited

finalized on the basis of total cost of different LED Street Lights including supply, installation & commissioning as offered by the tenderer in his Price Bid.

## **6.2 Award of Work Contract**

Before empanelment as approved supplier, an agreement shall be signed between TSREDCO and the tenderer. As this is the rate contract, multiple bidders, those who qualified in technical bid, will be qualified if they match the price with L1 bidders price.

## **6.3 Right to vary quantities**

The authority reserves the right of awarding the work in a phased manner. TSREDCO may increase or decrease the quantity mentioned in the tender notice at the time of award of contract.

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

TSREDCO reserves all the right to reject any or all the tenders, accept any tender in total or in part at any stage without mentioning any reason.

## **6.5 Expenses of Agreement**

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

## **6.6 Installation & Completion Schedule**

The entire work involving Supply, Installation and commissioning of LED streetlights at different locations in Telangana State including 5 years warranty and removal existing in-efficient street lights. The project work shall be completed within timeline mentioned in the respective Work Order (WO).

## **6.7 Execution of Agreement of Empanelment**

- a) The Successful Bidder shall execute an agreement of empanelment on Rs. 200 non-judicial stamp paper of Telangana Jurisdiction only in the name of the Tenderer, **within 15 days** from the date of Letter of Intimation about qualification by TSREDCO.
- b) The Successful Bidder shall not assign or make over the empanelment, the benefit or burden thereof to any other person or persons or body corporate for the execution of

the contract or any part thereof without the prior written consent of TSREDCO. TSREDCO reserves its right to cancel the empanelment either in part or full, if this condition is violated.

- c) In case of the successful bidder fails to execute necessary agreements as prescribed, within the stipulated period, then his EMD shall be forfeited and his tender held as non-responsive.

## **6.8 Issue of Letter of Empanelment**

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

## **7 Scope of work**

**Scope of contract:** “Supply, Installation & Commissioning of LED street lights, including **05 years warranty period**” unless specifically mentioned otherwise. It also includes removing of existing streetlights and handing over of the same to the respective beneficiary. **The Successful bidder shall replace the identified defective streetlights during the 5 year warranty period irrespective of defect with the streetlight/line/cable/distribution network etc. The warranty will be exempted in the case of natural calamity only subject to respective TSREDCO’s representative’s certification regarding the cause.**

### **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 the Corporation or its authorized representative shall be final and binding.

### **Additions/ Alteration/ Modifications.**

The Corporation 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.

**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.

**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.

**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.

**Rating & Name Plates:**

Equipment should 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 its logo must be etched on the name plate. The size of the rating plate shall depend upon space availability and inscriptions shall be approved by the purchaser. The plates shall be reasonably sized for clarity and clear inscription. The successful bidder shall sticker/paint on the pole regarding the respective scheme/programme.

TSREDCO will intimate the exact details to be on the light/pole at the time of issuing the P.O.

**Interchangeability:**

All similar materials and removable parts of similar equipment shall be interchangeable with each other. A specific confirmation of this should be furnished along with the invoices for the supplies.

**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).

**Spare Parts:** Wherever applicable, the supplier shall furnish to the Corporation, item-wise price list of spares required for regular operation and maintenance of the ordered equipment. The supplier shall also furnish necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart.

**Supplier's liability:**

Supplier accepts full responsibility and indemnifies the Corporation and shall hold the Corporation harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the contract. The supplier also agrees to defend and undertakes to indemnify the Corporation and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the contract.

**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.

**7.1 Packing and Marking:**

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.

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.

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.
- Loose material, e.g. bolts, nuts etc., shall be packed in gunny bags and sealed in polythene bags with proper tagging.
- 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.

- Wherever necessary, proper arrangements for attaching slings for lifting shall be provided.
- 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 erection against corrosion, 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.

## **7.2 Erection marks:**

All equipment comprising multipart assemblies, e.g. steel frame works, piping etc., shall be marked with identifying numbers and/or letters corresponding to those of the approved drawings or material lists. These erection marks shall be clearly readable.

The contents of the package shall be punched on non-corrosive metal plate and nailed to the package on a prominently visible place. If the number of items in the package is too many, a typed list in transparent waterproof bag shall be kept inside a galvanized steel sheet pocket nailed on to the outside of package in prominently visible location.

## **7.3 Progress Reports and Photographs/ Videos etc wherever indicated in work order based on the volume of the work.**

During various stages of the executing the contract, the contractor shall at his own cost submit progress reports as may be reasonably required by the Buyer with 100 % photographs, both in soft and hard copies (colour printouts). Such progress reports, shall be in the form and size as may be required by the Buyer and shall be submitted at least in two copies (one at unit office and another at head office of TSREDCO). During coordination meetings or review meetings, presentation shall be made by power point presentation with photographs for important milestones by the successful bidder.

### **Progress Reports:**

Daily/weekly and Monthly progress reports shall be prepared by the Contractor and submitted to the purchaser. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted daily/weekly and monthly thereafter.

Reporting shall continue until the Contractor has completed all work, which is shown to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

TSREDCO reserves right to intimate regarding the reports and the formats to be submitted.

**Each report shall include:**

- a. Detailed descriptions of progress, including each stage of surveys, Investigation, design, Contractor's Documents, procurement, manufacture, delivery to Site, construction, commissioning and trial operation.
- b. Digital photographs/videos showing the status of progress on the Site.
- c. For the manufacture of each main item of LED and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of: Commencement of manufacture, Contractor's inspections, tests, and Dispatch and arrival at the Site.
- d. The details of Contractor's Personnel and Equipment.
- e. Copies of quality assurance documents, test results and certificates of Material;
- f. List of Variations, notices given
- g. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations, and
- h. Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
- i. Removing of existing streetlights shall be marked with identification numbers and the same shall be handover to respective beneficiary in written correspondence.

**7.4 Documentation**

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 erection as well as stock position.

Record of inspection and repairs carried out, protective measures as well as erected until the same is taken over by the owner.

### **7.5 Dispatch of materials:**

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.

### **8 Inspection by TSREDCO**

All materials/ equipment to be supplied shall be subject to inspection/checking/ testing by the Corporation or its authorized representative at all stages and places, before, during and after the supplier / manufacture. If upon receipt at Corporation's stores, 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.

Inspection by the authorized representative of the Corporation or failure of the Corporation 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 the Corporation. Whenever specifically asked for by the Corporation, the supplier shall arrange for inspection/ testing by third party institutional Agencies.

### **9 Demurrage/wharfage:** Supplier shall also be responsible for all payments due to late receipt of RR/LR and other documents.

The Installer shall visit the site at least once in a quarter, to attend routine maintenance, during the 5 years warranty period. However, in case of malfunctioning of the system, the

tenderer/bidder shall attend for rectification of defects within 5 days from the date of lodging complaint.

#### **10 Conditions of contract for Supply, Installation & Commissioning:**

The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern the scope of contract related to the Supply, Installation and commissioning.

##### **10.1 Work and Services**

The contractor shall undertake to perform the complete job as per scope above. Such parts as may have not been specifically included but otherwise form part of the job are deemed to be included unless otherwise specifically excluded.

The contractor shall arrange for the services of fully qualified and competent supervising Engineer/Engineers and necessary number of personnel as the contractor deems it absolutely necessary with the requisite specialized skills for the erection, testing and commissioning of equipment.

All tools required for installation shall be arranged by the contractor. Inspection and testing of the complete installation and putting in regular service and shall bear the overall responsibility of the satisfactory installation, testing and commissioning of the equipment. The contractor shall make his own arrangements for Boarding & Lodging of his personnel.

##### **The following facilities and services are also covered in the scope of Tenderer.**

Unloading and loading of equipment and accessories, transportation to the site and storage. Providing of necessary labor force required for the execution of the job. Providing of necessary transport facilities for the staff to be deputed by the contractor for installation work.

##### **10.2 Labour and Tools**

The contractor shall furnish the list of special erection tools. Special tools which in the opinion of the contractor would be required for erection work during maintenance should be indicated in schedule for special tools and LEDs.

The contractor may elect to bring with him certain personal tools required for erection which are remain his property at all times. Use of such personal tools for erection work shall not entitle the contractor to any additional payment. Any assistance required by the contractor in securing entry and exit permits for such tools shall be rendered by the buyer.

Checking for necessary positions, levels and dimension of foundation shall be done by the contractor.

Cleaning and Servicing: The contractor shall ensure that inside of all tubes, pipes, valves fittings and actuators shall be free from dirt and loose scales by thoroughly blowing and / or flushing of service before being erected by them.

### **10.3 Field Engineering Clarifications**

The contractor shall provide all necessary field engineering clarifications to the buyer that they may require for the purposes of their works. The contractor shall also provide all engineering clarifications and details to the buyer for the overall engineering / start-up of the LED and equipment supplied by them.

### **10.4 Implementation and Field Quality Plans**

It will be the responsibility of the Contractor to ensure that the erection of the equipment is carried out according to the quality plans and standard manufacturing practices / instructions as given by the manufacturer without any deviations in performing the erection in accordance with such quality plans, etc. The contractor shall further identify specific hold points beyond which work will not proceed without Buyer's consent so as to further ensure that he performs the above quality functions effectively.

### **10.5 Pre-Commissioning Trails and initial Operations**

1. On completion of all works, all the measurements shall be jointly taken by the contractor and buyer and a protocol signed. The tests and trail operations shall be conducted only after signing of the protocol.
2. The pre-commissioning trails and initial operations of the equipment supplied by the contractor shall be the responsibility of the contractor. The contractor shall provide, in addition, any special instruments/ calibrating devices, etc., if required for the successful performance of these trials.

### **10.6 Commissioning Report**

The buyer and contractor shall properly maintain in the agreed formats their respective records of all observations and measurements taken in respect of all tests and operations. Joint protocol shall be signed on completion of each and every test / check till the trail operation. During trail operations all readings shall be jointly maintained and signed. On successful completion of trail operations, a report shall be jointly prepared and signed indicating results of all the tests / checks and trail operation readings.

### **10.7 Release of Claims**

After completion of work and prior to final payment, contractor shall furnish a release of claims against the TSREDCO arising out of the contract other than the claims specifically identified, evaluated and accepted.

### **10.8 Taking Over**

Upon successful completion of Installation, testing and commissioning in respect of all equipments under the scope of the specification, TSREDCO shall issue to the contractor, a taking over certificate as a proof of final acceptance of the equipment. Such certificate shall not unreasonably be held up on account of minor omission or defects, which does not affect the commercial operation or do not constitute any serious risk to the equipment. The contractor shall undertake to make good such omissions and defects at the earliest possible time. The estimated amount as decided by the TSREDCO for making good such omissions or defects or deficiency in observed performance over the assessed or guaranteed performance shall be deducted from the invoice of the contractor and the amount deducted shall be paid as soon as the omissions or defects are rectified or made good the financial loss, etc to the satisfaction of TSREDCO. The taking over certificate however shall not relieve the contractor of his obligation which otherwise survive by the terms and conditions of the contract after issuance of such certificate.

### **10.9 Regulation of Local Authorities and Status**

The contractor shall, to the extent relevant and applicable, comply with all the rules and regulations of local authorities, during the performance of his field activities. He shall also comply with the minimum wage Act: 1948 and any modifications thereof and the payment of wages Act (both of the Government of India) and the rules made there under, in respect of employees or workmen employed or engaged by him. The contractor shall also supply the equipment in conformity with the electricity laws, rules, etc and obtain

all permissions and approvals from the competent authorities such as CEIG, etc before charging the equipment for testing and commissioning.

## **11 Construction Management**

1. The field activities of different contractors working at site, will be co-ordinated by the TSREDCO and the TSREDCO decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and regarding scheduling and co-ordination of work.
2. The TSREDCO shall hold meetings of all the Contractors working at site, at a time and a place to be designated. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of TSREDCO and shall strictly adhere to these decisions in performing his services. In addition to the above weekly meetings, TSREDCO may call for other meetings either with individual contractor or with selected number of Contractors and in all such cases the Contractor, if called shall attend such meetings.

### **11.1 Contractor's Assistance in Work Plan for Field Operation**

1. Installation plan submitted by the Contractor (including removing of existing streetlights and handing over of the same to the respective beneficiary) and discussed with the buyer and finalized with necessary modifications to form a part of Contract documents will be the essence for planning erection activities. Accordingly, the Contractor will prepare work plan in line with erection network for erection activities to be performed.
2. First preparation of such erection plan will cover erection activities to be performed for two months period. Every subsequent plan prepared in the last week of every month, will contain updated report for reflecting progress achieved up to 20th day of the month (hereinafter reporting month") a firm programme for the first ensuing month and tentative programme for the second ensuing month. The firm erection programme for the first ensuing month will reflect the progress of the reporting month erectable equipment and material available at site, resources at the immediate disposal of the Contractor and the inputs to be provided by the Buyer. The firm work plan shall be broken down by the Contractor in week-wise erection plan. The tentative work plan must set target for complete work based on progress achieved in the reporting

month, progress likely to be achieved through firm plan of first ensuing month and identify constraints.

3. The erection work plan will be reviewed periodically for effective implementation of work plan.
4. The Contractor shall also intimate the programme of the visit of his personnel to site and departure from site. TSREDCO will have the right to review the list of such personnel and ask for increase in the strength or reschedule the visits of such personnel, if in the opinion of TSREDCO, the list of personnel furnished by the Contractor is not sufficient for effective performance of the Contract.
5. The Contractor shall have the complete responsibility for the safety of all persons employed by him, and all the properties under his custody during the Contract. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours.

#### **11.2 Access to Site**

1. The Contract, so far as it is executed on the Buyer's premises, shall be carried out till such time as the Buyer may approve.
2. During the execution of the work, no persons other than the contractor, or his duly appointed representative, sub-contractors and workmen shall be allowed to do work on the site, except by the special permission in writing. But access to the works at all times shall be accorded to the TSREDCO's representatives and other authorized officials.

#### **11.3 Contractor's Site Office Establishment**

The Contractor shall establish a site office at the site and keep posted an authorized representative for the purpose of Contact. Any written order or instructions of TSREDCO shall be communicated to the Contractor's representative and such communication shall be treated as a communication to the contractor's legal address.

##### **11.3.1 Co-Operation with Other Contractors**

The Contractor shall co-operate with all other Contractors and staff of the Buyer, who may be performing other services on behalf of the Buyer and the workmen who may be employed by the Buyer and doing work in the vicinity of the Contractor's work site.



Buyer shall be informed promptly by the Contractor of any defects in the work that could affect the performance of the equipment. The Contractor and the buyer shall determine the corrective measures, if any, required to rectify this situation after inspection of the works.

#### **11.3.2 Qualification of Contractors Personnel**

The Contractor's personnel will be adequately qualified, trained and experienced so as to carry out the duties most efficiently and effectively as expected of them. The Contractor's personnel shall have adequate experience of working on similar type of the equipment and similar job.

Notwithstanding above if any of the personnel is not found to be performing his services in a manner as expected of him, under the contract, the Contractor on advice from TSREDCO, shall replace such person(s) at his cost with those acceptable to TSREDCO, by mutual agreement.

#### **11.3.3 Discipline of workmen**

The Contractor shall adhere to the disciplinary procedure set by TSREDCO in respect of his employees and workmen, if any, at site. The TSREDCO shall be at liberty to object to the presence of any representative or employee of the Contractor at the site, if in the opinion of TSREDCO, such employee has misconduct, or is incompetent or negligent or otherwise undesirable, and then the Contractor, after mutual agreement, shall replace such a person objected to.

#### **11.3.4 Manpower report**

The Contractor shall furnish, on the first day of every month, manpower report of the previous month detailing the number of persons scheduled to have been deployed and actually deployed for timely and successful commissioning of the equipment.

#### **11.3.5 Field Office Record**

The Contractor shall maintain at his office, up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data, complete with all the latest revisions thereto. The Contractor shall also maintain, in addition, the continuous record of all changes to the above Contract documents, drawings, specifications, supplementary data etc., effected at the field and on completion of his total assignment under the Contract shall incorporate all such

changes on the drawings and other engineering data to indicate “as installed” conditions of the equipment furnished under the Contract. Such drawings and engineering data shall be submitted to TSREDCO in requisite number of copies as per terms of the Contract.

#### **11.3.6 Service and facilities to be provided by the buyer**

Necessary area required for construction of contractor’s office and quarters for contractor’s supervisors/workmen shall be arranged by themselves by the Contractor near project site. It is the responsibility of the contractor to establish the office and to provide necessary residential accommodation to his employees at his own cost.

Contractor has to make his own arrangement for water for construction activities and maintenance of LED or providing water to the employees and their residential quarters.

#### **11.3.7 Liability for accidents and damage**

The bidder shall be responsible for all loss, damage or depreciation to the LED until the LED is taken over or extended period as agreed.

The bidder shall, during the progress of the work, properly cover up and protect the LED from injury by exposure to the weather, and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall remain answerable and liable for all accidents or injuries thereto which until the same or be deemed to be taken over, may arise or be occasioned by the acts or omissions of the bidder or his workmen or sub-bidder, and all losses and damages arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the bidder to the reasonable satisfaction of the buyer.

Until the LED shall be or be deemed to be taken over as aforesaid the bidder shall also be liable for and shall be deemed to have indemnified the purchaser in respect of all damage or injury to any person or property of the purchaser or of other occasioned by the negligence of the bidder or his workmen or sub-bidders or by defective design, work or material, but not otherwise provided that the bidder shall not be liable under the contracts for any loss of profit or loss of contracts or any claims made against the purchaser not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the purchaser or of others, or (save as to damage

by fire as hereinafter provided) due to circumstances over which the bidder has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The bidders shall be deemed to have indemnified and saved harmless the purchaser against mal actions, suits, claims, costs or expenses arising, in connection with injuries suffered prior to the date when the LED shall have been taken over and during maintenance period by persons employed by the bidder or his sub-bidders on the works whether under the General law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and to have taken steps properly to insure against any claims hereunder.

On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accident, intimate in writing to the TSREDCO, the fact of such accident. The bidder shall indemnify TSREDCO against all loss or damage sustained by TSREDCO resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by TSREDCO as a consequence of TSREDCO's failure to give notice under the Workmen Compensation Act or otherwise, to conform to the provision of the said Act in regard to such accident.

In the event of any claim made, or action brought against the purchaser involving the bidder and arising out of the matter referred to and in respect of which bidder is liable under this clause, the bidder shall immediately notify, and he shall, with the assistance, if he so required, of the purchaser, but at the sole expense of the bidder conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case the purchaser shall, at the expense of the bidder, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VIII of 1923, whether by the bidder or by the

TSREDCO as principal, it shall be lawful for TSREDCO to retain out of moneys due and payable to the bidder such sums of money as may be in the opinion of the said Engineer be sufficient to meet such liability. The decision of TSREDCO shall be final in regard to all matters arising under this clause.

#### **11.3.8 Fencing and Lighting**

Except as herein after provided the bidder shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting, and watching of all works comprised in the contract and for the proper provision of temporary roadway, footways, guards, and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

#### **11.3.9 Materials brought on to the site**

All materials, tools, and tackle brought to and delivered upon the site for the purpose of the work shall, from the time of their being so brought, vest and be the property of the purchaser but may be used for the purpose of the work but for that purpose only and shall not on any account be removed or taken away by the bidder or any other person without the express permission in writing of the Engineer but the bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage there to unless resulting from causes beyond the bidder's control not being causes insurance against destruction or damage.

#### **11.3.10 Bidder Representative and Workmen**

Complete Erection, Testing and Commissioning is included in scope of works. The bidder shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the buyer by the bidder, to supervise the erection of the LED and carrying out the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present at the site during working hours and any written orders or instructions to the said representative of the bidder, shall be deemed to have been given to the bidder.

The buyer shall be at liberty to object to any representative or person employed by the bidder in the execution or otherwise about the works who shall misconduct himself or be incompetent or negligent, and the bidder shall remove the person so objected to upon receipt of notice in writing from the buyer requiring him (the bidder) so to do, and provide in his place a competent representative at the bidder's expense.

**11.3.11 Engineer's supervision:**

All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer of TSREDCO. The bidder shall be responsible for the correctness of the positions, levels, and dimensions of the works according to the drawings notwithstanding that he may have been assisted by the Engineer in setting out the same.

**11.3.12 Replacement of defective Work or Materials**

If during the progress of work the TSREDCO shall decide and notify in writing to the bidder that the bidder has executed any unsound or imperfect work, or has supplied any LED or materials inferior quality or quantity to these specified, the bidder on receiving details of such defects or deficiency shall, at his own expense, within seven days of his receiving the notice, or within such time as may reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work or supply fresh materials up to the standard of the specification, and in case the bidder fails to do so, the purchaser may on giving the bidder seven days notice in writing of his intention so to do proceed to remove the works, the materials complained of, and at the cost of the bidder, perform all such work or supply all such materials, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

**11.3.13 Tests on completion**

Whenever possible all tests shall be carried out before shipment should, however, it be necessary for the final tests as to performance and guarantees to be held over until the LED is erected at site they shall be carried out in the presence of the bidder's representative within one month of the completion of erection.

**11.3.14 Tests at site**

In all cases where the contract provides for tests at site, the bidder except where otherwise specified, shall provide, free of charge, such labour, materials, fuel, stores, apparatus and instruments as may be required from time to time, and as may reasonably be demanded, efficiently to carry out such tests of the LED, material, or workmanship in accordance with the contract.

#### **11.3.15 After Sales Service**

The contractor shall agree to provide after-sales service and spare parts, at prevailing rates for a period of not less than ten years or specified in the bid documents. The contractor shall state in the bid the name and address of his representative or that of the manufacturer in India who is qualified to render such services and from whom spare parts can be obtained in respect to each item of equipment in bid. In the event, such a representative has not been established; contractor shall guarantee that arrangements for such service and spare parts will be made simultaneously with the delivery of the equipment. The after-sales service shall provide directly or through arrangements with an established operating service organization having shop facilities and qualified mechanics to service equipment similar to that in the contract.

The purchaser reserves the right to visit and inspect the named service representative to determine compliance with this requirement of the contract. The purchaser reserves the right to request the contractor to depute one service engineer to check the equipment at site and advice on servicing, maintenance and adjustment of the equipment for a period of one week free of charge during the Guarantee period.

The contractor shall supply necessary repair, service and spare parts at any time during the life of the machine at a price not in excess of prevailing rates charged to others for similar work.

The contractor shall submit shop drawings along with detailed technical specifications of such spare parts liable for frequent wear and tear to enable the Buyer to get such spare parts manufactured indigenously.

Bidder shall guarantee that before going out of production the spare parts, he will give adequate notice to the Buyer so that the latter will have adequate time to order for future requirement of spares.

Seller shall further guarantee that if he goes out of production of spare parts, then he will make available the blue prints, drawings of the spare parts and specification of material at no cost to the Buyer if and when required.

**11.3.16 Maintenance conditions of the contract:**

The LED after successful testing and commissioning shall be taken over by the respective beneficiary. However, comprehensive regular maintenance of the LED is within the scope of the successful tenderer for the specified period. The tenderer shall operate and maintain the LED and equipment by suitable personnel. The spares required for maintenance of the LED is within the scope of the contractor. The comprehensive maintenance is inclusive of regular/Break down maintenance, preventive maintenance as per the manufacturer's manuals etc and to get the better performance and maximum output from the LED. All the break-downs, repairs etc are to be attended by the contractor immediately so as to put the LED in service within the least possible time in any case not later than the periods mentioned in this tender specification.

**11.3.17 Release of Information**

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Purchaser.

**11.4 Completion of Contract**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period, completion of maintenance contract period, and fulfillment of all contractual terms and conditions.

**11.5 Limit of contract**

Equipment supplied shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and / or needed for erection, completion and safe operation of the equipment's as required by

applicable codes though they may not have been specifically detailed in the respective specifications unless included in the list of exclusions. All similar standard equipment's provided, shall be interchangeable with one another.

## **12 Force majeure:**

The supplier shall not be liable for any delay in supply of the materials /equipment for reasons of Force Majeure such as Acts of God, Acts of War, Natural calamities, Fires, Floods, Strikes, Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.

The contractor shall within 10 days from the beginning of such delay notify to the Corporation in writing the cause of delay. The corporation shall verify the facts and grant such extension of time as facts justify.

No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period. If the performance in whole or part by the contractor or any obligation.

Under the Contract is prevented or delayed by "Force Majeure" conditions for a period exceeding 60 days, the purchaser may at his option terminate the contract by notice in writing.

## **13 Cancellation of order:**

The Corporation reserves the right to cancel the contract in part or in full by giving two weeks notice there by, if

- The contractor fails to comply with any of the terms of the contract.
- The contractor becomes bankrupt or goes into liquidation.
- The contractor make general assignment for the benefit of the creditors and
- Any Receiver is appointed for the property owned by the contractor.

## **14 Jurisdiction:**

All and any dispute or difference arising out of or touching the contract shall be decided only by the courts or Tribunals situated in Hyderabad/Secunderabad.



## **15 Payment terms**

- 15.1 TSREDCO service charges @ 5% plus GST @ 18% as applicable of the actual project completion cost shall be deducted at the time of release of payment
- 15.2 Taxes and duties shall be paid extra by the bidder as applicable on the TSREDCO service charges and the bid processing fee.
- 15.3 Payment of the project cost shall be paid by the Purchaser directly to the Tenderer after satisfactory TSREDCO inspection & on submission of invoice to the purchaser.
- 15.4 Copies of invoices after inspection shall also be submitted to TSREDCO along with Inspection Report signed by TSREDCO representative, photographs and required documents.
- 15.5 70% payment will be made to the tenderer by the purchaser within 30 to 45 days on submission of all necessary and required documents.
- 15.6 The Balance 30% will be released after 60 days satisfactory performance of the street lights installed and on receipt of the performance certificate from the concerned beneficiaries and line departments.

## **16 Special Attention**

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

- i. Infrastructure & Construction Facilities, Preliminary, Enabling & Ancillary works whatsoever required by them for successful completion of the Project in the specified time schedule. Removal of existing street lights and handing over of the same to the respective beneficiary as mentioned in the tender document.
- ii. Indian Income Tax and Surcharge on Income Tax on Salaries of Expatriates etc.
- iii. Corporate Income Tax.
- iv. All Taxes, Duties and expenses such as **GST**, Customs Duty and Custom Clearance on imported items, transportation and storage at site etc.
- v. All applicable taxes, etc., on works contract etc. in the State of Telangana.

## **17 Validity of empanelment**

The validity of Empanelment and the price accepted shall be up to one year

## **18 TSREDCO reserves the right to;**

Negotiate with the Bidders for further reduction of prices. And cancel the tender at any point of time without mentioning any reason.

**19 Banning of business deal:**

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

## **PART- III: GENERAL TECHNICAL SPECIFICATIONS**

**Technical Specifications of LED Lights for different capacities of LED Street Lights**

(i.e., 18W,20W, 25W, 30W, 36W, 45W, 60W, 75W, 150W, 200W – The separate specification sheet shall be provided as per the wattage mentioned)

S. No	Type of Test / Specification	Test Method	Supplier Response	
			Specification	Attached Document reference (ex: Page No:)
1.	High bright white power LEDs shall be used in the luminaries and the wattage of these LEDs shall be >1 W and <3W.	Specify Make		
2.	Manufacturer shall submit proof of procurement of LEDs and LM-80 Test reports of specific LED used in the proposed Luminaire.	LM-80/1S16105 test report		
3.	Life span of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output. (Manufacturer shall submit Proof)	LM-80/1S16105 test report		
4.	Manufacturer shall submit the Photo Biological Safety Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 - Ed. 1.0	IEC 62471 & IEC/TR 62778 — Ed.1.0 Test report		
5.	LED chip efficacy shall be more than 120 Lumens/watt at Ti 25deg C (Manufacturer shall submit the proof – LED Technical Data Sheet to be submitted	LED Test Report		
6.	Colour rendering index (CRI) of the LEDs used in the luminaires shall be greater than 70	LM80/16106 LED Test Report.		
7.	Colour temperature of the luminaire shall be in the range of nominal 5000K to 6000K ( CCT as per BIS only)	LM79/IS/16105-2012		
8.	The distribution of luminaire illumination (control of distribution) shall be based on type of road as per BIS standard IS1944 refer table from NLC for Road category.	LM79/IS 16105-2012		
9.	Manufacturer shall submit the LM 79/IS16106 test report from any of the ILAC/MRA/KOLAS/EPA/NABL accredited laboratory along with bid	LM79/IS16105-2012		
10.	Power Factor >0.95	LM79/IS16105-2012		
11.	System Efficacy(lumen/watt) Shall be >100 lumen/watt,  (System lumen output supported by LM79 report shall be submitted)	LM79/IS16105-2012		

S. No	Type of Test / Specification	Test Method	Supplier Response	
			Specification	Attached Document reference (ex: Page No:)
12.	Light Uniformity Ratio(Emin/Eavg) shall be as per IS 1944 based on category of road Uniformity calculation for road width, pole height, over hang width etc. based on IES file generated by IES: LM 79/IS 16106 testing	BIS		
13.	The luminaries light output (lumen) shall be constant. The voltage variations /fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/-2% is allowed throughout in the input operating voltage range	ONLY NABL Acc. Lab report accepted.		
14.	Operating voltage: 140 V to 300V universal electronic driver with internal surge protection of 10 kV	Only NABL Acc. Lab report accepted.		
15.	Total Harmonic Distortion < 10% THD	Test Method IEC:610003-2		
16.	LED Drive current >=350 mA<750 mA	Only NABL Acc. Lab Report accepted.		
17.	LED driver efficiency >85%	Only NABL Acc. Lab Report accepted.		
18.	Heat dissipation / heat Sink - Well-designed thermal management system with defined heat sink	INSITU/Thermal Test will cover this parameter Manufacture shall submit design/ drawing indicating maximum temperature point on LED array. This value shall not exceed junction temperature(Specified in LM 80 report at which life > 50000 hrs)		
19.	Luminaire shall be compliance to Type test as per IS: 10322 Part 5 Sec – 3 IEC 60598-2-3	Only NABL Acc. Lab Report accepted. Test report as per IS: 10322 Part 5 Sec – 3 / IEC: 60598-2-3		

S. No	Type of Test / Specification	Test Method	Supplier Response	
			Specification	Attached Document reference (ex: Page No:)
20.	The luminaire housing shall be made up of corrosion free high Pressure Aluminum die cast thus conforming the luminaire to minimum IP-65 for Luminaire at 60W or below / IP 66 for Wattage above 60W Protection and safety as per IEC 60598/IS 10322. (NABL accredited lab report supporting the same shall be furnished at the time of supply). Necessary Guarantee & Warranty certificate must be submitted at the time of bid submission. Multiple Fixtures are not allowed.	Self NABL Acc.Lab Report accepted. Test report as per IS: 10322 Part 5 Sec – 3 / IEC: 60598-2-3		
21.	The luminaries shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass / Polycarbonate cover in the front fixed to the die cast Aluminum frame which shall be fixed to the housing by means of stainless steel screws.	NABL Accredited Lab as per IS:10322 part 5 Sec-3 /IEC:60598-2-3		
22.	The luminaries shall be built in such a way that it can with stand wind speed of 150kmph. NABL accredited lab report supporting the same shall be furnished by the manufacturer.(Impact resistance $\geq$ 4K07)	NABL Accredited Lab report accepted as per IS:10322 part 5 Sec-3 /IEC:60598-2-3		
23.	Cover/glass with lens. Fixture cover — UV stabilized Polycarbonate or toughened glass be required with proper IP66 provision.	DECLARE		
24.	Frequency 50Hz +/- 5%			
25.	Operating temperature Range: 10degC to +50degC	As per IS:10322 Part 5 sec-3 sample will be tested at Ambient Temperature + 10 deg C. Hence 60deg C in this case.		
26.	Impact Resistance Impact Resistance $\geq$ IK07	Only NABL Acc.Lab Report accepted Test Report as per IS: 10322 part 5 Sec – 3 / IEC 60598 -2-3		
27.	Protections Ingress Protection IP65, Surge protection 10 kV, IEC61000-4-5	CONFIRM		

S. No	Type of Test / Specification	Test Method	Supplier Response	
			Specification	Attached Document reference (ex: Page No:)
28.	Working humidity 10% to 90% RH	CONFIRM		
29.	Conformation standards of luminaire (Test reports of luminaire):  The luminaire should conform to IEC 60598/ IS:10322 The luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards and following test reports should be submitted: Heat Resistance Test, Thermal Test, Ingress Protection Test, Drop Test Electrical / Insulation Resistance Test, Endurance Test, Humidity Test , Photometry Test (LM79 report), Vibration Test	From NABL Certified TPL Test report TEST REPORT as per IS:10322 part 5 Sec-3 /IEC:60598-2-3		
30.	Electrical Safety as per IEC  As per IEC Safety Standards (IEC 60598 / IS: 10322)	Only NABL Acc.Lab Report accepted. Test Report as per IS: 10322 Part 5 Sec 3 / IEC: 60598-2-3		
31.	Driver Specification  140-300 V Universal electronic driver with internal Surge Protection of 10 kV	Only NABL Acc.Lab Report accepted. Test Report as per IEC 61000-4-5,		
32.	Compliance: ROHS/CE/ERTL/ERDI	CONFIRM		
33.	Connecting cable 1 sq.mm cable multi stand A1 cable for a length of 2 mts up to streetlight wire	CONFIRM		
34.	MS Back Clamps with 50 X 6 mm flat, suitable for existing poles, 1- red oxide coat and 2- aluminum coats, 5/8 inch size GI nut bolts – complete set X 4 No.s per pole	CONFIRM		
35.	GI pipe: 90 cm length. (Along with pole – 30 cm, Extension towards road - 60 cm). inner dia 2,54 cm, 3 mm thick. Arm angle more than 45 Degrees	CONFIRM		
36.	230 V Auto Day/Night on and off photocell/ LDR sensor switch. Dusk to Dawn light switch <ul style="list-style-type: none"> <li>• Photo sensitive set <math>\leq 15</math> lux</li> <li>• Water proof level: IP 65. (if external)</li> <li>• Surge protection: 10kVA</li> </ul>	CONFIRM		

S. No	Type of Test / Specification	Test Method	Supplier Response	
			Specification	Attached Document reference (ex: Page No:)
37.	Impact resistance, Impact resistance greater than or equal to IK 07 for SL body	IK07 Report		
38.	Lumen Depreciation (LD) Performance at 50,000 hours, 30% Depreciation up to 50,000 Br. Hrs, (L70 50K)	L70 Test report		
39.	Light distribution, Optimized roadway photometric distribution provide optimize application efficiency and minimize glare. Luminaire should be cut off / Semi cut off type.	CONFIRM		

**NOTE:**

All Tests have to be confirmed and appropriate TEST REPORT 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.

- The luminaire should be tested as per IEC 60598-2-3:2002 standards and following test reports should be submitted: Heat Resistance Test, Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test. The luminaire should be tested for 'Drop test' as per IEC 60068-2-31/IS9000 Part 7 /Sec 3 standards. The luminaire should be tested for 'Vibration test' as per ANSI/IEC 68-2-6 standards.
- Should be complaint to LM-79 IESNA: approved method for the Electrical and Photometric Measurements of Solid-State Lighting Products LM-79 testing of the complete luminaire.
- Should be complaint to LM-80 IESNA: Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70 based on LM-80 data to estimate lifetime based on performance data collected from IESNA LM-80 and IS: 16106 & TM-21



- d) Photo biological Report as per IEC 62471 & IEC/TR 62778 – Ed. 1.0 Test report
- e) LED Chip (Efficacy, CCT and CRI) test report.
- f) Required test certifications obtained from NABL accredited third party laboratory should be submitted for the specification stipulated in this section.
- g) Random samples from supplied lot should be tested at NABL accredited third party laboratory and report submitted for acceptance.
- h) Copy of above test certificates should be submitted with tender.

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.

## **PART –IV: TECHNICAL BID**

## 1 Technical bid format (Envelope-I)

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

### 1.1. General Particulars of Tenderer

1.	Name of Tenderer/Firm	
2.	Postal Address	
3.	E-mail address for communication	
4.	Telephone/ Fax No.	
5.	Name, designation, address, contact number and Email of the representative of the tenderer to whom all references shall be made.	
6.	Nature of the firm (Individual / Partnership/ Consortium/ Pvt. Ltd / Public Ltd. Co./ Public Sector, etc.) Attach attested copy of Registration & Partnership deed/ Memorandum of Association	
7.	Amount and particulars of the Earnest Money Deposited.	
8.	Annual Turnover for last three years i.e., 2016-2019 (Attach balance sheets from CA in this regard)	
9.	Name and address of the Indian/foreign collaboration if any.	
10.	PAN NO. (Copy of certificate to be enclosed)	
11.	Service Tax Registration No., GST No. (copies of certificates to be attached)	

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

## 2 Details of Experience

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

Details	Year		
	2016 – 17	2017 – 18	2018 – 19
No of LEDs capacity installed			
Total installed Wattage			
Total contract amount (Rs.)			

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

## 3 Details about the blacklisting, if any

Information on litigation history in which Bidder is involved.

- Whether black listed/ Debarred/Suspended from execution of work.
- Other litigations. If any including Court litigations. Arbitrations etc.

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

**Conditions of contract for Supply, installation & Commissioning:**

The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern the scope of contract related to the Supply, Installation and commissioning.

**Scope of services:** - The scope of the work and duties and responsibilities of the contractor shall broadly include the following:

1. Removing of existing streetlights and handing over of the same to the respective Beneficiary
2. Supply & Installation including disassembly, pre- assembly etc. and performing trial and pre-commissioning tests, adjustment, calibration, etc, of the LED Streetlights and equipment.
3. Initial operation of the LED Streetlights and equipment till successful completion of trial operations.
4. Carrying out the performance and guarantee tests in terms of General technical conditions.
5. Repairs, modifications and alterations, etc., of the LED Streetlights and equipment, whenever necessary until the warranty ends i.e., up to 5 years from successful commission.
6. Rendering clarification and guidance, on technical problems and drawings/ documents relating to the LED Streetlights and equipment.
7. Preparation of detailed programmes/schedules for Installing and commissioning activities of the LED Streetlights and equipment including material and manpower planning.
8. Any other related services though not specifically mentioned herein before but necessary for proper execution of the work, as stipulated.
9. The bidder shall make arrangements for the storage at site.
10. Coordination with respective line departments shall be in the scope of bidder.

**Work and Services**

The contractor shall undertake to perform the complete job as per scope above. Such parts as may have not been specifically included but otherwise form part of the job are deemed to be included unless otherwise specifically excluded.

The contractor shall arrange for the services of fully qualified and competent supervising Engineer/Engineers and necessary number of personnel as the contractor deems it absolutely necessary with the requisite specialized skills for the erection, testing and commissioning of equipment.

All tools required for installation shall be arranged by the contractor. Inspection and testing of the complete installation and putting in regular service and shall bear the overall responsibility of the satisfactory installation, testing and commissioning of the equipment. The contractor shall make his own arrangements for Boarding & Lodging of his personnel.

**The following facilities and services are also covered in the scope of Tenderer.**

Unloading and loading of equipment and accessories, transportation to the site and storage. Providing of necessary labor force required for the execution of the job. Providing of necessary transport facilities for the staff to be deputed by the contractor for installation work.

**Commissioning Report**

The buyer and contractor shall properly maintain in the agreed formats their respective records of all observations and measurements taken in respect of all tests and operations. Joint protocol shall be signed on completion of each and every test / check till the trial operation. During trial operations all readings shall be jointly maintained and signed. On successful completion of trial operations, a report shall be jointly prepared and signed indicating results of all the tests / checks and trial operation readings.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

**Checklist to accompany the tender**

<b>S.No</b>	<b>Description</b>	<b>Submitted in Envelope I</b>	<b>Page No. (see Note below)</b>
1	2	3	4
1	Tender fee as mentioned in Bid Information Sheet (online receipt or DD)	Yes /No	
2	Earnest Money Deposit as mentioned in Bid Information Sheet (online receipt or DD or exemption certificate.	Yes /No	
3	Company Registration Certificate	Yes /No	
4	Copy of PAN card	Yes /No	
5	Copies of GST Registration Certificate	Yes /No	
6	Latest GST/ Sales Tax clearance certificate.	Yes /No	
7	Proof of Company's local service centers/ technical personnel details with phone no.s	Yes /No	
8	Experience Certificate – Past Work Orders or work completion certificates related to tender (satisfying 20,000W capacity streetlights supply or installation)	Yes /No	
9	Copy of latest Income Tax Clearance returns submitted along with proof of receipt	Yes /No	
10.	Last three years Annual financial statements/ annual reports certified by CA	Yes /No	
11	Information on litigation history in which Bidder is involved (If there is no litigation history, the tenderer shall submit a self-attested declaration letter)	Yes /No	
12	All the technical specifications supportive documents as per the tender documents i.e., Brochures, literature and other documents	Yes /No	
13	All the test reports mentioned in the Part III – General Technical specifications		
14	ISO Certificate (QMS)	Yes /No	
15	Power of Attorney, wherever applicable	Yes /No	
16	Partnership deed, wherever applicable	Yes /No	
17	Tender document, duly signed and stamped on each page in token of accepted all the terms and conditions of the tender schedule along with amendments.	Yes /No	

**Notes:**

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated

in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

2. The information shall be filled-in by the Tenderer in the check list, as applicable and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document.
3. The bidder shall sign along with stamp on all the statements, documents, certificates by him, owning responsibility for their correctness/authenticity.
4. The technical bid along with all the supportive information as per the tender document shall be properly prepared and enclosed in the bid. The bid document shall be spiral bounded and placed in the respective envelopes and submitted to the address mentioned in the tender document.



## **PART –V: PRICE BID**

## **1 Price Bid (Envelope-II)**

- i. Price(s) shall be firm and not subject to escalation on any account, till the contract is executed in full and its subsequent amendments accepted by the supplier even though the completion/execution of order may take longer time than delivery period incorporated and accepted in contract.
- ii. The prices quoted shall be lump sum and on FOR destination basis inclusive of all taxes and duties as mentioned in the format provided. The prices shall be FIRM throughout and until Supply, Delivery, Erection, installation, testing, commissioning including 5 year warranty period of the equipment/system covered under the contract is completed.
- iii. All applicable taxes/duties/levies etc., of state and central Govt., and any other taxes and duties that are applicable for such contracts in the State of Telangana as on the date of payment released shall be considered.
- iv. The Percentage rates of duties and taxes, etc., so considered and the price shall be clearly indicated in the price bid without fail along with the price for Supply, Installation (including removing of existing streetlights and handing over of the same to the respective Gram panchayat) & Commissioning separately as per the format provided.

**1.1 Taxes, Levies and Duties:** all the applicable taxes payable shall be shown separately in the invoice.

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

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

### **1.3 Contract performance Security-**

- a. The successful bidder shall furnish within one month from the date of issue of Work Order, the contract performance security equal to **10 %** of work order (including Taxes and Duties) for proper fulfillment of the terms and conditions of the contract till full execution of the LED and fulfillment of terms and conditions thereof. The amount of Contract Performance Security shall be forfeited to the extent of financial loss suffered by the Corporation, if supplier fails to execute the order and fulfill its terms and conditions.
- b. Contract performance Security shall be furnished in the shape of Demand Draft drawn on any nationalized bank in favour of TSREDCO payable at Hyderabad or in the form of bank guarantee from any nationalized bank in the prescribed proforma.
- c. The Bank guarantee should be valid for a period of Five years + three months initially and shall be extended from time to time as per requirement.
- d. Contract Performance Security shall be returned to the contractor after Five years + three months of successful LED streetlight Performance and on receipt of certification from the concerned as per the Work Order/ Purchase Order.

**1.4 Delivery Period:** The bidder has to submit a detailed PERT confirming to the delivery schedules for material and completion of erection, testing and commissioning of the LED street lights stipulated in the bid documents. The locations will be informed by TSREDCO at the time of issuing of WO.

### **1.5 Liquidated Damages:**

In case the contractor fails to achieve the successful commissioning of the LED streetlights within the due date for completion as indicated in these bid documents, then the Corporation shall levy the liquidated damages on the contractor at the rate of 1% (one percent) of the contract price per week of delay or part thereof subject to a maximum of 10% of total contract price. Liquidated Damages so levied will be recovered from the supply/erection bills of the Contractor.

### **1.6 Timely Completion:**

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

**1.7 Removal of Rejected Goods and Replacement:**

- a. If upon delivery, the material/ equipment is found not in conformity with the specifications stipulated in the contract, whether inspected and approved earlier or otherwise, those shall be unacceptable to the Corporation or its authorized representative. A notification to this effect shall be issued to the supplier, normally within 10 days from the date of receipt of materials at stores.
- b. Supplier shall arrange suitable replacement supplies and remove the rejected goods within 7 days from the date of notification failing which, the goods shall be dispatched to vendor by road transport on, freight to pay basis “ at suppliers risk and cost.
- c. External damages or shortages that are prima-facie the results of rough handling in transit or due to defective packing shall be intimated within a fortnight of the receipt of the materials. In case of internal defects, damage or shortages or any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing should be intimated within 3 months from the date of receipt of these articles. In either case the damaged or defective material should be replaced by the supplier free of cost to the Corporation.
- d. If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the corporation may deem proper to afford, the corporation may without prejudice to its other rights and remedies arrange for repairs/ rectification of the defective materials or replace the same and recover the expenditure incurred from the deposits such as EMD, Performance Security /guarantees or other monies available with the corporation or by resorting to legal action.

**PRICE BID**Tender No. **TSREDCO/EC/RC for LED SL/BID/2019-20- Dated: 28.08.2019****Name of Work:** Supply, Installation & Commissioning of LED Street Lights with a warranty period of 5 years in Telangana State.

S.No	Description of work	AC LED Street light Capacity in Wattage (W)	Price to be quoted by the Bidder in INR	
			Price with Photo sensor (Photo cell/ LDR sensor) (INR)	Price without Photo sensor (Photo cell/ LDR sensor) (INR)
1	Supply of LED Street Light and Fixtures for Telangana – including comprehensive on-site warranty and maintenance for 5 years  [as per Technical Specifications defined in Scope of Work]  Cost per streetlight shall include: a) Arm pipe: 90 Cm length. (Along with pole – 30 cm Extension towards road 60 cm). inner dia 2.54 cm, 5 mm thick, coated with primary and secondary paints. Arm angle 45 Degrees. b) 50 mm X 6 mm MS flats – 4 nos for fixing the arm pipe to the electrical pole. c) 5/8 inch size GI nut bolts d) Connecting cable 1 sq.mm cable multi stand A1 cable for a length of 1.5 mts up to streetlight wire e) Photo cell/ LDR sensor on/off switch	18		
		20		
		25		
		30		
		36		
		40		
		45		
		60		
		75		
		150		
		200		
2	Cost for removing of existing Street light fixtures.			
3	Transportation cost, loading/unloading cost, Labour Cost, Handling charges			
4	Installation Charges			
	GST for Material			
	GST for Service			

## **PART-VI: ANNEXURES**

**BIDDERS UNDERTAKING COVERING**

(Letter shall be submitted on Bidder(s) Letter Head)

Ref No :

Date:

To

The Vice Chairman & Managing Director

TSREDCO,

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

The Institution of Engineers Building,

Khairatabad, Hyderabad - 500 004.

Telangana State, India

Phone: 040 – 23201502, 23201503, Fax: 040 – 23201504

Email: ec@tsredco.telangana.gov.in.

Dear Sir,

**Sub: Rate contract tender for Supply, Installation and Commissioning of LED Streetlights at different villages in Telangana State - reg.**

**Tender Notice No: TSREDCO/EC/RC for LED SL/BID/ 2019-20 Dated.28.08.2019**

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1. We have examined the Tender for Supply, Installation and Commissioning of LED Streetlights at different villages in Telangana State as specified in the Tender. We undertake to meet the requirements and services as required and as set out in the Tender document.
2. We attach our Technical Bid and Price Bid in separate sealed covers as required by the Tender both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the requirements as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of empanelment, shall constitute a binding contract between us and TSREDCO.
6. We affirm that the information contained in the Technical Bid or any part thereof, including its schedules, and other documents, etc., delivered or to be delivered to

TSREDCO is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead TSREDCO as to any material fact.

7. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that I/We are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
9. We also declare that our Company/Organisation is not blacklisted by any of the State or Central Government and organisations of the State or Central Government.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

#### **CERTIFICATE OF AUTHORISED SIGNATORIES**

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

Date:

Signature:

Seal:



**DECLARATION (TO BE SUBMITTED ON LETTER HEAD)**

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

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

**Signature of the Tenderer with Stamp**

**DECLARATION BY THE TENDERER (TO BE SUBMITTED ON LETTER HEAD)**

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

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

10. All the information and the statements submitted with the tender are true and correct to the best of my knowledge and belief.

(Signature of Tenderer with stamp)

***Important Note:***

***All the details and information (attachments) as per requirement mentioned in the tender document shall be placed in the respective Annexures and reference shall be mentioned in the respective locations in the bid. All the annexures shall be submitted in Envelope I. i.e., along with technical bid.***