



# **E - Tender document for Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana**



**Tender No.: TSREDCO/EC/E-TENDER- BLDC  
Fans/104/ 2020-21 dated 02.12.2020**



**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

**Tel Nos.** 040 - 2320 1502, 2320 1503, Fax No. 040 - 2320 1504

E-mail : [ec@tsredco.telangana.gov.in](mailto:ec@tsredco.telangana.gov.in)

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

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

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

**Notice Inviting Tender (NIT)/ Bid Document No:** TSREDCO/EC/E-TENDER- BLDC Fans/104/ 2020-21 dated 02.12.2020

### **Background:**

Government of Telangana through G.O.MS.No.19 dated 03.07.2015 nominated Telangana State Renewable Energy Development Corporation Limited as State Designated Agency to coordinate, regulate and enforce the provisions of the Energy Conservation Act, 2001 and also for implementation of the schemes under the said Act within the state of Telangana. TSREDCO is aiming to distribute **1,00,000 numbers of 28W Brush Less Direct Current (BLDC) Ceiling Fans** in entire state with an affordable price to end users as part of Energy Conservation through DSM activity in a **phased manner**.

Accordingly, TSREDCO is inviting e-bids from interested bidders for Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana through e-tendering.

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

### **DISCLAIMER:**

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

### Bid Information Sheet

<b>Tender Document No.</b>	TSREDCO/EC/E-TENDER- BLDC Fans/104/ 2020-21 dated 02.12.2020
<b>Tender Document Cost</b>	INR 50,000/- (Rupees fifty Thousand only) plus 18% GST (non-refundable & non-adjustable). The cost of tender document has to pay online payment only.
<b>Earnest Money Deposit (EMD)</b>	INR 15 Lakhs (Rupees Fifteen Lakhs Only) (adjustable & refundable)
<b>Security Deposit/ Contract Performance Guarantee</b>	10% of the Contract value with respect to the respective PO, to be valid up to three months beyond the Warranty expiry date.
<b>Broad Scope</b>	Design, Manufacture & Supply of 28W Brush Less Direct Current (BLDC) Energy Efficient Ceiling Fans in entire Telangana State with 3 years onsite warranty
<b>Document Sale Date &amp; Timing</b>	From 02.12.2020 (from 08:00 hours IST)
<b>Online Bid Submission Period</b>	From 02.12.2020 to 16.12.2020, (up to 14:00 hours IST)
<b>Technical bid Opening Date &amp; Time</b>	18.12.2020 at 15:00 hrs. IST
<b>Financial E-bid Opening Date &amp; Time</b>	22.12.2020 at 15:00 hrs. IST
<b>Bid Validity Period</b>	90 days from the date of opening of Financial bid.
<b>Period of Contract</b>	2 Years* from the date of signing of Agreement.
<b>Contact Person(s) for Queries</b>	<b>Project Director – Energy Conservation,</b> Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004 Telangana State, India Ph: 040 – 23201502, 23201503. Fax: 040 – 23201504 Email: ec@tsredco.telangana.gov.in
<b>EoI to be addressed to</b>	<b>Vice Chairman &amp; Managing Director</b> Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India Ph: 040 – 23201502, 23201503. Fax: 040 – 23201504 Email: vc@tsredco.telangana.gov.in

\* However, TSREDCO may conduct a market research and may request the successful bidder for further negotiations to reduce the price of the product after 1<sup>st</sup> year.

### Brief Highlights of Tender

Particulars	Details																				
Name of the Work	Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years onsite warranty																				
Bid Document fee	INR 50,000/- (Rupees Fifty Thousand only) plus 18% GST (non-refundable & non-adjustable). The cost of tender document has to pay online payment only.																				
EMD/Bid Security and its validity	INR 15 Lakhs (Rupees Fifteen Lakhs Only) (adjustable & refundable) & 180 days from opening of Financial Bid																				
EMD Exemption	For NSIC industries (letter for this tender needs to be submitted)/PSUs & Government Unertakings																				
Bid Validity Period	90 days from the date of opening of Financial bid.																				
Period of Contract	2 Years <sup>♦</sup> from the date of signing of Agreement.																				
Security Deposit (SD) / PBG	10% of the Contract value with respect to the respective PO, to be valid up to three months beyond the Warranty expiry date.																				
Minimum Eligibility Criteria	<ol style="list-style-type: none"> <li>1. Bidder should either have an existence in Fan Industry for a minimum period of 5 years <b>OR</b> in BLDC Fan manufacturing for last 3 years ending on the date of release of this Tender.</li> </ol> <p style="text-align: center;"><b>AND</b></p> <ol style="list-style-type: none"> <li>2. 5 Lakh Ceiling Fans within last five (5) years ending last day of the month previous to the one in which the tender is issued <b>OR</b> 50,000 BLDC Fans either in India or through exports within last two (2) years ending last day of the month previous to the one in which the tender is issued.</li> </ol>																				
Important Technical Specifications	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 50%;">Fan size (Sweep)</td> <td>1200 mm /48 inch</td> </tr> <tr> <td>Power input</td> <td>28W (Max wattage)</td> </tr> <tr> <td>Air delivery</td> <td>≥ 210 m<sup>3</sup>/min</td> </tr> <tr> <td>No. of blades</td> <td>3 (three)</td> </tr> <tr> <td>Star Label</td> <td>BEE 5 Star</td> </tr> <tr> <td>Service Value</td> <td>≥7.5</td> </tr> <tr> <td>Warranty</td> <td>3 years onsite</td> </tr> <tr> <td>Power Factor</td> <td>&gt; 0.95</td> </tr> <tr> <td>Colours</td> <td>White, Brown or Ivory (as mentioned in PO/LOA)</td> </tr> <tr> <td>Country of Manufacturing</td> <td>India</td> </tr> </tbody> </table>	Fan size (Sweep)	1200 mm /48 inch	Power input	28W (Max wattage)	Air delivery	≥ 210 m <sup>3</sup> /min	No. of blades	3 (three)	Star Label	BEE 5 Star	Service Value	≥7.5	Warranty	3 years onsite	Power Factor	> 0.95	Colours	White, Brown or Ivory (as mentioned in PO/LOA)	Country of Manufacturing	India
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Power Factor	> 0.95																				
Colours	White, Brown or Ivory (as mentioned in PO/LOA)																				
Country of Manufacturing	India																				
Quantity	<ol style="list-style-type: none"> <li>1. Basic Model – <b>70000</b>Nos</li> <li>2. Aesthetic Design with Anti Dust Coat – <b>30000</b>Nos</li> </ol>																				
Terms of Payment	100% payment will be released within 30 working days after submission all the necessary and required documents to TSREDCO Head Office from the respective unit offices. The complete details regarding this are mentioned in the subsequent clause																				

<sup>♦</sup> However, TSREDCO may conduct a market research and may request the successful bidder for further negotiations to reduce the price of the product after 1<sup>st</sup> year.

**Important Note:**

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

TSREDCO have right to reject the bidding process at any stage or right to cancel the tender without mentioning any reason. TSREDCO also have right to cancel the tender during bid validity period 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 Telangana e-tender website <https://tender.telangana.gov.in/> and TSREDCO website [tsredco.telangana.gov.in](https://tsredco.telangana.gov.in) only. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above website. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually.

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

The Bidding Document Cost has to be necessarily submitted in the form of online payment mode i.e., RTGS/NEFT to "TSREDCO" Account Number which detailed below.

<b>Beneficiary Name</b>	: M/S Telangana State Renewable Energy Development Corporation Ltd.(TSREDCO)
<b>Account Number</b>	: 30242010095314
<b>IFSC CODE</b>	: SYNB0003024
<b>Bank name</b>	: Canara Bank
<b>Branch</b>	: Mukramjahi Road, Hyderabad.

The EMD should be in the form of online payment mode of e tender portal or RTGS/NEFT to TSREDCO or Demand Draft in favor of Telangana State Renewable Energy Development Corporation limited (TSREDCO), Payable at Hyderabad.

The details of the instruments of Bidding Document Cost and the EMD 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 (i.e., in hard copy) are received by TSREDCO before opening time of the Technical e-bids for verification of the details of the same. Failure to comply with this would render the bid liable for rejection and the bid will not be opened online. TSREDCO will not be responsible for any delay, loss or non-receipt of Bidding Document Cost or EMD sent by post/courier.

Any relaxation/exemption sought by bidders shall only be considered in accordance with relevant clauses of this tender document regarding submission/payment of EMD and Bidding Document Cost and shall be subject to fulfillment of conditions defined in the respective clauses. Since all the conditions explained in the respective clauses for seeking exemption from submission of Bidding Document Cost and EMD are self-explanatory, bidders should ascertain about their fulfillment 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 exemption certificate(s) as asked for in the relevant clause along with other relevant documents as part of their online bid.



## SECTION-II: General Conditions

### Definitions

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

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

- (N). "Contract Price / Contract Value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the Work (Price for Supply, Transportation (including loading, unloading and transfer to Site), Insurance including change order.
- (O). "Completion of Work" means that the Project/Works have been completed operationally and structurally has been attained as per Technical Specifications.
- (P). "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
- (Q). "Day" means calendar day;
- (R). "Defect Liability Period" means the period of validity of the warranties given by the Contractor (commencing at Completion of the Project/Works, during which the Contractor is responsible for defects with respect to the Project/Works.
- (S). "Employer" or "TSREDCO" shall mean Telangana State Renewable Energy Development Corporation Limited, Hyderabad.
- (T). "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Section 3: Technical & Special Conditions of Contract of this BID;
- (U). "Effective Date" means the date from which the Time for Completion shall be determined;
- (V). "GCC" means the General Conditions of Contract contained in this section;
- (W). "Goods" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Works by the Contractor under the Contract but does not include Contractor's Equipment;
- (X). "Guarantee Test(s)" means the test(s) specified in the Technical Specification to be carried out to ascertain whether the Project/Works is able to attain the functional requirements specified in the Technical Specifications.
- (Y). "IEC" shall mean specifications of International Electro-Technical Commission;
- (Z). "IFB" Shall mean Information For Bidder
- (AA). "NIT" Shall means Notice Inviting Tender
- (BB). "Parent Company" shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
- (CC). "Price/Financial Bid" shall mean separate Envelope, containing the Bidder's Quoted Price as per the format prescribed in Section-III (Technical & Special Conditions of Contract) of this BID
- (DD). "Qualified Bidder" shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Eligibility Criteria set forth in Section III: Technical & Special Conditions of Contract of this BID stand qualified for opening and evaluation of their Price/Financial Bid;
- (EE). "SDA" shall mean State Designated Agency
- (FF). "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

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

### **1. Scope of Work:**

Design, manufacture and supply of 28 W BLDC fans across Telangana State with respect to the respective Purchase Orders.

### **2. Clarification on Bidding Documents**

A prospective Bidder requiring any clarification to the bidding documents may request the TSREDCO in writing through email at the TSREDCO mailing address indicated below. The TSREDCO will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than seven (7) days prior to the deadline for submission of bids prescribed by the TSREDCO. TSREDCO may examine the query and may amend the tender if required.

The address of TSREDCO, for communication:

#### **Vice Chairman & Managing Director**

Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),

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

The Institution of Engineers Building, Khairathabad, Hyderabad - 500 004.

Telangana State, India

Ph: 040 – 23201502, 23201503.

Fax: 040 – 23201504

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

### **3. Amendment to bidding documents**

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

#### 4. Procedure for Submission of Bid

All the bidders shall follow the instructions on the Telangana e-tender portal for submitting their bids to this e-tender. Please visit the e tender portal i.e., <https://tender.telangana.gov.in/login.html>

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

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

- i. Bid document fee/cost of tender document as mentioned in Bid Information Sheet. (copy of online receipt).
- ii. Earnest Money Deposit as mentioned in Bid Information Sheet (copy of online receipt or original DD).
- iii. All the documents of section-IV shall be filled and placed in this envelope.
- iv. Technical bid as indicated in bid document, i.e., documentary evidences regarding bidder's qualifications to perform the Contract, as required per the Qualifying Requirements as per Annexures D & E.
- v. All Test Reports conforming to technical specifications as per Annexure E
- vi. One complete set of tender document and subsequent amendments (if any), duly signed and stamped on each page along with related support documents. (this can be submitted as Spiral bound hard copy)

**Envelope-II** should contain Price/ Financial Bid, to be submitted in a separate inner sealed envelope, shall comprise of a **blank** Price/Financial bid as per Annexure C. The bidders have to quote the financial bid through e-tender portal only.

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

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

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

**5. Cost of Bid Preparation**

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

**6. Language of Bids**

The proposal prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the bidder and TSREDCO, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

**7. Contacting the Employee**

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

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

**8. Earnest Money Deposit (EMD)**

The bidder shall submit the EMD as mentioned in the Bid information sheet. The EMD shall be valid up to 180 days from opening of financial bid. The EMD of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated technically acceptable bidder. The EMD of the successful bidder will be refunded after the EMD validity period. No interest shall be paid by TSREDCO on the amount of earnest money deposit deposition.

The EMD may be forfeited if:

- a. If the bidder withdraws its bid during the bidding process until finalizing the successful bidder by TSREDCO.
- b. In the case of successful bidder, if the bidder fails:

- To sign the contract agreement within 15 days of placement of LOA by TSREDCO. (or)
- To furnish the required performance guarantee with respect to the P.O. issued by TSREDCO.

Please note that:

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

#### **9. Price Basis**

Price basis of the price quoted shall be on F.O.R (Free on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices mentioned in financial Bid shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified. TSREDCO has full rights to call for negotiations for further decreasing the prices or going for reverse bidding. Also, However, TSREDCO may negotiate with the successful bidder for reducing the price, if the price of the product reduced, as per the market surveillance, during the bid validity period.

Statutory variation in applicable taxes & duties may be varied from time to time by the competent authorities. Bidders shall quote all prices in Indian Rupees only.

#### **10. Taxes, Levies and Duties**

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

#### **11. Period of Validity of Bid**

Bids shall remain valid for complete bid document period validity as mentioned in Bid Information Sheet. In exceptional circumstances, the TSREDCO may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made in writing through letters/ e-mails.

## **12. Power of Attorney**

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

## **13. Signing of Bid**

The original copy of the bid, consisting of the documents mentioned in the bid document shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to this bid document. All pages of the bid shall be initialed by the person or persons signing the bid.

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

## **14. Deadline for submission of bids**

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

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

No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.

## **15. Preliminary Examination of Bids.**

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

## **16. Bid Opening Process**

The TSREDCO will open all bids in the presence of bidders' or its representatives who choose to attend the opening at the time, on the date and at the place specified in the tender. Bidders' or its representatives shall sign a format as proof of their attendance provided by TSREDCO at that time. TSREDCO will be opening the hard copies of the bids submitted by the bidders before opening the technical Bids in online. This is to confirm the details of documents provided in the technical bid such as bid document fee an EMD etc. If any mandatory documents are

missing in the hard copies, the respective bid will not be considered for evaluation/ rejected by TSREDCO.

### **17. Technical Evaluation**

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

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

### **18. Access to Bidders Premises**

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

### **19. Inspection / Checking / Testing**

TSREDCO or its authorized representatives may be visiting the premises of the successful bidder before issuing the letter of award. The costs related to travelling, lodging and boarding shall be bore by the successful bidder.

All materials / equipments manufactured by the bidder against the Letter of Award may be subject to inspection, check and/or test in intimation to the TSREDCO before delivering the final product. All these tests shall be carried out as per technical specifications by the bidder and the bidder shall submit the relevant test reports before delivery of the first lot. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.

### **20. Letter of Award and entering the agreement**

Prior to the expiration of the period of bid validity, the TSREDCO will notify the successful bidder in writing by issuing Letter of Intent or Letter of Award either through telefax/ scanned



e-mail or through registered/speed post/couriered letter, that its bid has been accepted. The letter of award will constitute the formation of the contract. In case, bidder does not return the duplicate copy of LOA with duly signed and acceptance within 7 days, then the LOA will be deemed to be accepted by the successful bidder, on whom award is made.

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

## **21. Quantity Variation**

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

### **2.1 Additions / Alterations / Modifications**

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

## **22. Award criteria**

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

## **23. Delivery Schedule**

Time will be the essence of order and no variation shall be permitted in the delivery time/delivery schedule mentioned in the P.O. issued by TSREDCO. Delivery of the equipment/material described shall be deemed to constitute acceptance of this order and terms and conditions by the bidder at the price specified.

## **24. Extension of Time for Completion**

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

- a. any occurrence of Force Majeure as provided in Clause of Force Majeure,

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

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Supplier/Manufacturer. However, VC & MD, TSREDCO shall have all rights in accepting the reason for delay duly after examining the reason for delay as per the request of the successful bidder.

## **25. Removal of Rejected Goods and Replacement**

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

The bidder shall arrange removal of the rejected items within 20 days from the date of notification. In the event, the bidder fails to lift the materials within the said 20 days, TSREDCO shall be at liberty to dispose-off such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the bidders submitted performance guarantee.

Successful bidder is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge at same cost& terms and conditions. Successful Bidder, on whom letter of award has been placed, has also to confirm that the prices of improved version of product is not lesser than the original product or its parts in comparison

## **26. Force Majeure**

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

back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

## **27. Limitation of Liability**

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

## **28. Terms of Payment**

Payment towards cost of BLDC Fans supplied/delivered at respective locations (mentioned by TSREDCO) (including transportation, handling, insurance and other costs etc.,) shall be paid by the TSREDCO directly to the awarded Tenderer after satisfactory TSREDCO Inspection and acknowledgement (Signed and Stamped) received from TSREDCO representative at designated stores location & on submission of invoice along with covering letter from TSREDCO unit office and other related documents to the TSREDCO Head Office. **The payment will be paid within 30 working days after submission all the necessary and required documents to TSREDCO Head Office.** Following are the terms of Payment.

- 100% payment (after deduction of applicable statutory deductions/taxes) shall be made to the supplier against satisfactory supply of material as per the delivery schedule and after satisfactory TSREDCO Inspection and acknowledgement received from TSREDCO representative at designated stores location (Signed and Stamped) & on submission of invoice to the TSREDCO Head Office along with either Application Reference Number (ARN) or an Undertaking to remit the GST to the Government.
- The 10% Contract Performance Guarantee (CPG) amount paid by the firm shall be considered for release only after completion of the warranty period of Three (3) years and three (3) months from date of delivery and on submission of claim to the Head Office through the concerned District Offices of TSREDCO.
- The duplicate copy of the "Purchase Order" and the other enclosed documents duly signed shall be submitted to TSREDCO within 7 days from the date of receipt of this order in token of acceptance of the Purchase Order

### **Please Note:**

**Case I:** 100% amount will be released by TSREDCO if the successful bidder submits PBG for 10% of the respective P.O./ delivery schedule/ invoice. Failing which,

**Case II:** TSREDCO will be releasing 90% of the P.O. value and the 10% will be released after the warranty period mentioned in the tender to the respective P.O.

**Case III:** If the bidder submits the valid PBG (from the date of delivery mentioned in the respective P.O.) for 10% after releasing the payment, TSREDCO will be releasing the 10% of amount which was in hold in case II. However, the bidder shall submit a request letter to TSREDCO for releasing the same.

## **29. Cancellation**

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

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

## **30. Corrupt or Fraudulent practices:**

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

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

## **31. Eligibility for Future Tenders**

Notwithstanding the provisions specified in clause 8 and clause 20 of this tender document, such bidder may be considered ineligible for participating in future tenders of TSREDCO for a period as may be decided by the TSREDCO.

### **32. Defect Liability**

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

### **33. Liquidated Damages**

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

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

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

### **34. Functional Guarantees**

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

### **35. Governing Law**

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

### **36. Taxes and Duties**

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

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

### **37. Insurance**

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

### **38. Warranty**

38.1 The Contractor warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

38.2 This warranty of all the Works shall remain valid for 3 years (onsite) after the delivery. The Contractor shall, in addition, comply with the performance and/or guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall:

- 38.2.1 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests; OR
- 38.2.2 Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees.
- 38.3 The Employer shall notify the Contractor in writing of any claims arising under this warranty.
- 38.4 Upon receipt of such notice, the Contractor shall, within the period of 20 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Employer for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.
- 38.5 If the Contractor, having been notified, fails to remedy the defect(s) within 20 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract. The performance guarantee and liquidated damaged be entitled to be recovered without prejudice to other rights of the Employer.

### **39. Termination for Default**

- 39.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:
  - 39.1.1.1 if the Contractor fails to deliver any or all of the Goods and complete the Work within the period(s) specified in the P.O. within any extension thereof granted by the Employer or
  - 39.1.1.2 if the Contractor supplied different product other than mentioned in LOA/P.O.
  - 39.1.1.3 if the Contractor fails to perform any other obligation(s)/duties under the Contract.
  - 39.1.1.4 if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### **40. Settlement of Disputes**

#### **40.1 Adjudicator**

If any dispute of any kind whatsoever shall arise between the TSREDCO and the successful bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of

the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the TSREDCO or the successful bidder within fifty-six (56) days of such reference, the decision shall become final and binding upon the TSREDCO and the bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.

Should the Adjudicator resign or die, or should the TSREDCO and the bidder agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another retired Judge of High Court/Supreme Court of India shall be jointly appointed by the TSREDCO and the bidder as adjudicator under the Contract. Failing agreement between the two within twenty-eight (28) days, the new retired judge of High Court/Supreme Court of India shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the TSREDCO and the Bidder.

#### **40.2 Arbitration**

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

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

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

The TSREDCO and the bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days



after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority.

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

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

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

The arbitrator(s) shall give reasoned award.

**40.3 Notwithstanding any reference to the Adjudicator or arbitration herein,**

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

**41. MSME Bidder**

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

If YES,

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

**42. Specifications and drawings:**

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

**43. 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.

**44. Information Provided by the Corporation:**

The, Data and documentation that are given to the bidders 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.

**45. Name Plate details:**

Appliance shall be provided with name plate giving full details of manufacture, capacity and other details as specified in the relevant IS or other specification stipulated. The purchase order No and date, month and year of supply and the “TSREDCO Logo” and “BEE Logo” must be etched on the name plate and outer box. The colour of the print would be decided by TSREDCO. However, TSREDCO will mention the details to be printed to the successful bidder at the time of signing of LOA or in the LOA.

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

**46. 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.
- Components containing glass shall be carefully covered with shock absorbing protective material such as expanded polystyrene ('Thermo Cole').
- All openings in the equipment shall be tightly covered, plugged or capped to prevent foreign material from entering.
- In the case of large and bulky equipment, the contractor shall be responsible for ascertaining transport limitations and supply the equipment in the minimum number of components or sub-assemblies, within the framework of transport limitations.
- The contents of the packages shall be sealed in thick polythene sheets and all the inside walls of the packages shall be lined with waterproof paper to protect the equipment from damage due to dust and moisture.
- All equipment shall be protected for the entire period of dispatch, storage and incidental damage due to vermin, sunlight, rain, high temperature, humid atmosphere, rough handling in transit and storage in the open including possible delays in transit. Material and equipment shipped across the sea shall be packed to withstand without damage, the effects of salt spray. All machined and plated parts shall be protected with anti-rust grease. At such points, wrapping impregnated with anti-rust composition or vapor phase inhibitors shall be used. These shall have sufficient strength to resist chafing and indentation due to the movement which is likely to occur in transit. The protective wrappings and impregnation shall last for a minimum period of three months.
- Silica-gel or approved equivalent moisture absorbing material in small cotton bags shall be placed and tied at various points on the equipment, wherever necessary.
- Adequate provision of skids or pallets shall be made to keep the packages above the collecting drainage. Crates and other large containers should have drain holes in the bottom to prevent collection of water within the packing. This is especially important where the cargo itself is subject to condensation (cargo sweat).
- All cases shall be provided with suitable cutouts, closed by bolted wooden planks to facilitate inspection by customs authorities. Waterproof transparent papers shall be

provided at the cutout locations to prevent water ingress into the casing through the cutout.

- All spare parts shall be packed and treated for long storage conditions at site.
- Any material found short inside the packing cases shall be supplied by the contractor at no extra cost to the purchaser.
- All packing cover and packing material shall become the property of the purchaser.
- Marking of Packages - All packages shall be clearly, legibly and durably marked with uniform block letters (preferably with waterproof paint) on at least three sides with:
  - a. Destination address as communicated.
  - b. Contract/LOA No. with date
  - 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.

#### **47. 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 dispatch as well as stock position.

Record of inspection and repairs carried out, protective measures and lubrication equipment in storage until the same is taken over by the owner.

#### **48. 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.

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

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

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

#### **50. TSREDCO reserves the right to**

**Negotiate with the Bidders for further reduction of prices.**

#### **51. Banning of Business Deal**

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

#### **52. Bankruptcy**

If the successful bidder shall become bankrupt or have a receiving order made against him or compound with his creditors, or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/ reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner will be at liberty:

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

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

**SECTION-III: Annexures containing details of Technical Specifications and Online Price/ Financial Bid Format etc.**

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

**ANNEXURE-A: Tentative Delivery Schedule**

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

### ANNEXURE-B: Specific Confirmation by Bidder

**Note: Please submit the table below duly filled, signed and stamped along with Technical Bid on bidder's company letter head.**

Description	Remarks
In case more than one bidder gets qualified based on the Technical Bid, then the bidder quoting the lowest total price for BLDC Fan including warranty cost and all other costs defined in price/ financial bid table will qualify as the successful bidder.	Agreed.
Offer of BLDC fan having wattage other than rated 28W as per BIS standard and BEE star label certificate will not be accepted and bidder shall be disqualified.	Agreed.
Offer of onsite Warranty less than 3 Years from the date of delivery of respective consignment will not be accepted and bidder shall be disqualified.	Agreed.
For the purpose of this Tender, the successful bidder needs to provide name, address, mobile no., email addresses, designations of at least 3 Senior Nodal Officers (Regular Employees of their organization), nominated by their top management, who are reachable through any means of modern communication and who shall be accountable to deliver the product and associated services to TSREDCO as per the tender.	To be indicated and enclosed.
Any entity which has been barred by the Central/State Government or PSUs, from participating in any bid, and the bar subsists as on the Bid Due date, would not be eligible to submit a Bid. Necessary declaration to this effect has to be given by the bidder as per format in the tender form.	Vendor to give a declaration on its letterhead.
Bidder should have an existing network or has to set-up a local service network in Hyderabad to support post-delivery maintenance activities. The Successful Bidder has to further support the project by opening office in Telangana one Project Engineer dedicated full-time to support supply and post-distribution warranty commitments. In case of Consortia, the condition remains unchanged.	Details of service support network or plans for deployment of such network in project area to be provided before second lot dispatch.
Free Replacement onsite Warranty - 3 Years from date of delivery by the supplier.	Batch warranty certificate to be provided.

TSREDCO reserves the right for quantity variation up to +/- 20%. Further TSREDCO reserves the right to place a repeat order in case of urgency for part quantity in the Letter of Award for similar work on same prices, terms and conditions. Also, TSREDCO reserves the right to ask the successful bidder to deliver the part quantity placed on them anywhere in territory of India on same prices, terms and conditions.	Agreed.
TSREDCO shall give preference to domestically manufactured Products	Agreed.
It will be the sole discretion of TSREDCO to award the quantity irrespective of the quantity mentioned by the bidder and the band provided.	Agreed.
Detailed Valid Test certificate (NABL Certified Lab.) for fan being offered meets Technical Specifications as per NIT.	Agreed.
Sample copy of batch test report specifying all the required tests will be reported with each product consignment.	Agreed.
Undertaking by authorized signatory that all Central/State taxes, duties, levies, etc. shall be complied with by the supplier.	Undertaking to be provided.
Declaration that Bidder has not been barred/ banned/ black-listed by Central/ State government or PSUs.	Agreed.

**Note:**

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



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

(\*Below format shall be filled, duly signed & stamped and to be uploaded in e-tender portal)

Sl. No.	Description of Work	Quantity	Model	Per unit Price for proposed quantity Inclusive of all associated costs (i.e., basic cost, transportation, loading/unloading, handling, P&F, transit, Insurance prices including GST) (In INR) (In figures and words)	Total Price (In INR) (In figures and words)
1	2	3	4	5	6 = 5X3
1	Design, Manufacture & Supply <b>(Basic Model)</b> of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty	70000	Basic		
2	Design, Manufacture & Supply <b>(Anti Dust with Good Design)</b> of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years warranty	30000	Aesthetic Design with Anti Dust Coat		

\* The Scan copy of the above format is only considered for financial evaluation (not the lump sum amount mentioned in e-tender portal). Hard copy of the above format without price shall be submitted in envelope II.

**Note:**

- The Bidder shall indicate in the Price/ Financial Bid, the unit prices in Rs. (INR) and total Bid prices of the Goods & Services in the prescribed Format only. Bidders shall quote for the complete requirement of Goods and Services specified under the Contract on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award.
- Successful bidder mandatorily to be registered with sales tax authority. Tax rates applicable on

- Prices to be quoted F.O.R to Destination Basis.
- The bidder should quote for all heads in the price/ financial bid format for which separate analysis/ reasonable estimation of all heads before quoting the rates in the financial bid. Any contravention may leads to rejection of offer submitted. Bidder is to arrange on its own to deliver the material at site.
- The taxes will be paid on actual basis as per the locations of delivery on submission of documentary evidence.
- Deposit of statutory taxes, duties, levies etc., to government authorities shall be sole responsibility of the bidder. However, income tax, TDS etc. will be deducted at source by TSREDCO as per Government policies.
- The bidder shall submit PAN and Service Tax Registration Certificate in support of claim of service tax.
- If there is a discrepancy between words and figures, the amount written in words will prevail.
- Prices will remain firm till the execution of the contract.
- Prices to be quoted are Inclusive of Cost of Transportation, loading/ unloading, P&F, Transit Insurance, Handling & excise duty. All other taxes, viz., Sales tax/GST/Octroi/ Entry tax, etc. will not be included.
- Items will be supplied in proper packing to avoid any damage during transit and storage.
- I/We have read all the terms and conditions of the NIT/IFB and the Annexure(s) thereto and agree to accept and abide by the same in to. The above quotation has been prepared after taking into account all the terms and conditions and scope of work of the NIT/IFB.

(SEAL)

Signature of Tenderer or Their Authorized Representative

Dated

Name & Address of Tenderer

Phone No:

Fax no.:

E-Mail:

### ANNEXURE-D: Qualifying Requirements

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

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

2a	<p>The bidder could be:- A manufacturer of Fans/ BLDC fans OR A consortium of Fans/ BLDC Fans manufacturer and any of their licensed suppliers/co-makers/OEMs to supply Fans.</p> <p>NOTE:</p> <ul style="list-style-type: none"> <li>▪ In case of consortium, the partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.</li> <li>▪ The branding should be of the Lead Partner. The primary responsibility of supply, quality of Fans and all other conditions of the Contract shall be of Lead Partner. TSREDCO shall coordinate only with the Lead partner.</li> <li>▪ A consortium of maximum two members is allowed.</li> <li>▪ All the documentation should be completed by Lead Partner and in the name of the Lead Partner the terms 'Bidder' in the Tender shall correspond to Lead Partner wherever consortium is there.</li> <li>▪ In case of NSIC Consortium, NSIC shall be considered and designated as the default Lead Partner of the Consortium. Further, NSIC needs to submit self-authorization letter accepting terms and conditions of Tender (except for those terms and conditions in which NSIC consortium are given special status as per Government of India policy for the Government Purchase Programme) and also need to provide details of Consortium members should be completed by NSIC and in the name of the NSIC.</li> <li>▪ Further, MSMEs are also eligible to participate in tender directly provided they meet all qualification requirements in their individual capacities and are not part of the NSIC consortium or any other consortium.</li> </ul>	<p>The Firm/Factory shall be registered under: Indian Factories Act, 1948. Bidder to provide the relevant copies.</p> <p>In case of consortium, bidder must indicate the name of the Lead Partner and also submit Consortium Agreement.</p> <p><b>Documentary evidences in case of NSIC:</b></p> <ol style="list-style-type: none"> <li>1. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> <li>2. NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</li> </ol> <p><b>*ANNEXURE D2b –</b> - Copy of factory License - Consortium Agreement (in case of consortium).</p> <p>In case of NSIC, the following documents are to be submitted:</p> <ol style="list-style-type: none"> <li>3. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted.</li> <li>4. NSIC Consortium letter, Consortium agreement documents, list of MSME vendors, capacities, testing facilities, share-outs, supply schedules commitment of individual letter- heads and combined supply schedules on NSIC letter-head, Common Brand Logo declaration OR individual brand logos. All the documentation should be completed by lead bidder and in the name of lead bidder.</li> </ol>	<p>Factory License No. _ Date :</p> <p>Brief description of Goods / Services as per Excise/ GST Registration / Factory License :</p>
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S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
2c	<p>Bidder including their Consortium partner and Co-maker/ OEM must have their own manufacturing facility (ies) in India with valid ISO certification having in-house electronics manufacturing and assembly process. It should have in-house SMT and wave soldering setup.</p> <p>Bidder should have an in-house testing facility in India to conduct electrical, electronic, optical, thermal and environmental tests. Bidder including Consortium Partner is also required to give consent in writing addressed to TSREDCO for this arrangement with details of manufacturing capacity, technological capability and openness for inspection and testing.</p>	<p>The bidder must provide:</p> <ol style="list-style-type: none"> <li>1. Copy of valid ISO Certificate (Quality Management System i.e., ISO 9001:2008 or ISO 9001:2015)</li> <li>2. Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.</li> </ol> <p><b>*ANNEXURE D2c</b></p> <ol style="list-style-type: none"> <li>1. Copy of Valid ISO Certificate.</li> <li>2. Details of the bidder's and co-maker's manufacturing facilities, machinery, equipment, set-up, testing facilities, etc.</li> <li>3. Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.</li> </ol>	<p>ISO Certificate No. _ _ Date :</p> <p>Address &amp; Other details of the Manufacturing / Production facilities of the Bidder, Consortium Partner &amp; Co-maker (if applicable):</p> <p>Address &amp; Other details of Testing facility of the Bidder, Consortium Partner &amp; Co-maker (if applicable):</p> <p>Brief details of the</p> <p>Tests carried out :</p>
3	<p>Bidder should extend Contract Performance Guarantee of 10% of total order value of respective P.O. and must be valid for Delivery Period + Warranty Period +Three Months Claims Period as per <b>Contract Performance Guarantee/Performance Security</b> clause.</p>	<p>Consent letter to be furnished by the Bidder.</p> <p><b>*ANNEXURE D3 –</b></p> <p>Consent Letter accepting to provide 10% CPG to be furnished by the bidder</p>	<p>Details in brief : _____</p>

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief																									
4	<p>The BLDC Fan offered by Bidder including Consortium Partner for supply against this tender must meet the specifications as indicated in the attached Technical Specifications.</p>	<p>Subsequent to award of contract to successful bidder, if it is found that performance declared by bidder in the bid document test reports is not matched by the test results of product samples drawn by TSREDCO at the time of supply and tested by NABL accredited labs to meet tender specifications, then in such an event, TSREDCO reserves the right to terminate the contract/ forfeit earnest money/security deposit /may impose strict action against the bidder which inter-alia extends to other provisions of tender.</p> <p>Documents to be submitted  <b>*ANNEXURE D4</b></p> <ul style="list-style-type: none"> <li>All the valid test reports as per Technical Specifications to be submitted.</li> </ul> <p>All test reports submission is compulsory and non-submission of requisite test reports shall be liable to rejection of bid.</p>	<p>Details in Brief:</p>																									
5	<p><b>BLDC Fans:</b>  The Bidder should have experience of having manufactured and supplied a minimum quantity of: -  a) 5 Lakh Ceiling Fans within last five (5) years ending last day of the month previous to the one in which the tender is issued.  OR  b) 50,000 BLDC Fans either in India or through exports within last two (2) years ending last day of the month previous to the one in which the tender is issued.</p> <p>The above condition must be fulfilled by the bidder individually or cumulatively by the consortium partners.</p>	<p>Documentary proof – Letter of Award / Work Order Copy and Supply Completion Certificate/ Delivery Challan /Invoice Copies duly received by customer (with sign and stamp of customer) to be submitted.</p> <p><b>*ANNEXURE D5 -</b>  Photocopies of Letter of Award/ Work Orders/ Purchase Orders/ Contract and of the Supply Completion Certificates/ Delivery Challans/ Invoice (duly received by distributor/ customer with signature and stamp of the distributor).</p>	<p>Details to be furnished in brief which is as follow:</p> <p>Name of client, Work order No., Work order value, Work order date as per the format given below:</p> <table border="1" data-bbox="1697 1106 2112 1374"> <thead> <tr> <th>S.No</th> <th>Name of Client</th> <th>W.O./ P.O. No.</th> <th>Date</th> <th>Quantity as W.O O.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="4">Total</td> <td> </td> </tr> </tbody> </table>	S.No	Name of Client	W.O./ P.O. No.	Date	Quantity as W.O O.																Total				
S.No	Name of Client	W.O./ P.O. No.	Date	Quantity as W.O O.																								
Total																												

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
6	<p>Bidder should have their OWN BRAND (Fans) in the market (National/ Global).</p> <p>The brand certificate must be at least three-year-old from the date of bid submission.</p>	<p>Brand certificate to be submitted by the Bidder.</p> <p><b>*ANNEXURE D6 – Brand Certificate &amp; other relevant documents to be submitted</b></p>	<p>Trade certificate Number : Date :</p>
7	<p>The Bidder should have average annual turnover of more than <b>Rs. 10 Crore in Fan Industry</b> in the immediately preceding last three completed Financial Years (2017-18, 2018-19 &amp; 2019-20) based on the audited financial statements.</p> <p>In case of consortium, combined Annual Turn Over (ATO) of all the members shall be considered. However, each partner must meet minimum 25% of ATO mentioned in the bid and at least one of the partners must meet minimum 40% of ATO mentioned in the bid. Participating companies are allowed to include turnover of their Holding Company (as per provision of Companies Act 2013) for the relevant year.</p>	<p>Duly authorized copy of audited annual report is to be submitted by Bidder along with a CA certificate to attest an Average Annual Turnover (as per the QR) in the Fan industry.</p> <p><b>*ANNEXURE D7 - Audited Balance Sheet of last 3 years along with CA Certificate</b></p>	<p>Combined Annual Turnover details : M/s _____ 2017-18: 2018-19: 2019-20:</p> <p>Individual Turnover of Consortium Partner</p> <p>1. M/s _____ 2017-18: 2018-19: 2019-20:</p> <p>2. M/s _____ 2017-18: 2018-19: 2019-20:</p>
7A	<p>The Net worth of Consortium as on the last day of preceding financial year (2019-20) shall not be less than <b>Rs. 50 lakhs.</b></p> <p>For Consortium, each partner must fulfil the above condition individually.</p>	<p>Duly authorized copy of audited annual report is to be submitted along with a practicing CA's Certificate</p> <p><b>*ANNEXURE D7A - CA Certified Net worth Certificate</b></p>	<p>Individual Net worth Details</p> <p>1. M/s _</p> <p>2. M/s _</p>

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
7B	<p>The Bidder should be profitable in at least two years of the last 3 three completed financial Years (2017-18, 2018-19 &amp; 2019-20). One of these financial years should be the immediately preceding year.</p> <p>For Consortium, each partner must fulfil the above condition individually. If not profitable in any of these Financial Years, the bidder must</p> <p>i) Illustrate Heavy Capital Investment done in these three Financial Years as the reason for being non-profitable</p> <p>OR</p> <p>ii) Prove ability of Line of Credit for financing the bidder's participation in this Tender.</p> <p>For Consortium, each partner must fulfil either of the above condition(s) individually.</p>	<p>Duly authorized copy of audited annual report is to be submitted along with a practicing CA's Certificate</p> <p><b>*ANNEXURE D7B -</b></p> <p><b>Audited Balance Sheet of last 3 years along with CA Certificate</b></p> <p>If not Profitable, a certificate from a CA, justifying Heavy Capital Investment done in these three Financial Years with the documentary proof to be submitted OR a letter from scheduled bank, giving an undertaking to provide Line of Credit to the bidder for financing their participation in this Tender</p>	<p>Individual Profit Details</p> <p>1. M/s _</p> <p>2017-18: 2018-19: 2019-20:</p> <p>2. M/s _</p> <p>2017-18: 2018-19: 2019-20:</p>

**Note:**

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

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



## ANNEXURE E: Technical Specifications

### Technical Specifications of Energy Efficient Fans

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




Parameter	Specifications	Confirm Your specification (technical details)
Frequency	48-52 Hz	
Power Factor	> 0.95	
Energy Efficiency Rating*	Bureau of Energy Efficiency Star rating label on Fan	
Service value	≥7.5	
Tolerance limits	The performance values are minimum values & shall subject to any tolerance as per IS 374:2019 with all amendments, as applicable	
Type of blades	Aluminum sheet	
Motor construction	Totally enclosed type	
Corrosion resistance	Motor body and blades shall be corrosion resistant	
Other fan accessories	Standard down rod (min 500mm long), canopy (2No.) and shackle clip with lock (2 sets min 2 mm thickness)	
Safety features	Compliance to mechanical safety of fan suspension (clamp and down rod)	
Country of Manufacturing	India	
Onsite Warranty	3 years (onsite)	

**The Technically qualified bidders should display the sample models of quoted BLDC Fans at TSREDCO Office before opening of the Financial Bid**

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\* A Copy of BEE star rating certificate shall be enclosed along with technical bid

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

	Model No/Year Service Value-5.0* Air Delivery-210 cu m/min Size-1200 mm		IS:374 
Manufacturer Address and other details if any specified in IS 374			
*Under standard test condition when tested in accordance with IS 374, the actual energy performance will depend on how the equipment is used			

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



**SECTION-IV: Forms & Procedures**

**ATTACHMENT – 1**

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

To,

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

**Subject: - EoI for supplying of 28W BLDC Fans in the state of Telangana with 3 years onsite warranty, NIT No. TSREDCO/EC/E-TENDER- BLDC Fans/ \_\_\_\_\_/ 2020-21 dated \_\_\_\_\_.11.2020**

Dear Sir,

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

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

Envelope II: blank Price/ Financial Bid

We confirm that we have quoted as per instructions and terms and conditions of tender documents. We have submitted all the attachments as stated in this tender document.

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

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

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

Until a formal contract is prepared and executed between us, this bid, together with your written

acceptance thereof in the form of your Letter of Award shall constitute a binding contract between us.

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

We declare that, we are not bankrupted/ blacklisted by any state / central Government agencies/departments

Date \_\_\_\_\_

Company SEAL

NAME/S & AUTHORIZED SIGNATORIES:

ADDRESS:

MOBILE NO.:

LAND LINE NO.:

Our correspondence details are:

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

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

Dated:

**POWER OF ATTORNEY**

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

**Tender Document No/Package No:** TSREDCO/EC/E-TENDER- BLDC Fans/\_\_\_\_\_/ 2020-21 dated \_\_\_\_\_.11.2020

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

To

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

Sub: .....

With reference to our bid proposal No. TSREDCO/EC/E-TENDER- BLDC Fans/\_\_\_\_\_/ 2020-21 dated \_\_\_\_\_.11.2020 we hereby confirm that we have read all the provisions of the tender document and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all the clauses are acceptable to us and we have not taken any deviation to all the clauses mentioned in the tender document.

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

Date:

Signature:

Place:

Printed Name:

Designation:

Company Seal

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

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**This PBG format is only for an idea to the bidder. However, Original PBG format will be provided to the successful bidder at the time of entering the agreement/issuing of LoA**

Ref.: .....

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

To,

Vice Chairman & Managing Director

Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),

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

Khairatabad, Hyderabad - 500 004.

Telangana State, India

Ph: 040 – 23201502, 23201503.

Fax: 040 – 23201504

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

Dear Sirs,

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

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



continue to be enforceable till the owner discharges this guarantee.

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

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

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

Witness

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

Witness

.....

Signature

.....

Name

.....

Official Address

.....

Signature

.....

Bank's Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of Attorney

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

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

**BANK GUARANTEE CHECK LIST**

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

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

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

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

Ref. : NIT/Bid Document No.: TSREDCO/EC/E-TENDER- BLDC Fans/\_\_\_\_\_/ 2020-21 dated \_\_\_\_\_.11.2020

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

Bidder's Name and Address:

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

Dear Sir,

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

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

- 2 We hereby undertake that we pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s \_\_\_\_\_

3 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by TSREDCO.

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

Witness

- 1.
- 2.

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

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

**Covering letter format  
(on Company letterhead)**

Date:

To  
The Vice Chairman & Managing Director  
TSREDCO, Khairatabad,  
Hyderabad

Sir,

**Sub: e-tender for Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years onsite warranty – Submission of tender -Reg.**

**Ref: Bid Document No: TSREDCO/EC/E-TENDER- BLDC Fans/104/ 2020-21 dated \_\_\_\_\_.11.2020**

I \_\_\_\_\_, herewith submitting the tender as per the scope of work for Design, Manufacture & Supply of 28W Brush Less DC (BLDC) Energy Efficient Ceiling Fans in entire Telangana with 3 years onsite warranty.

1. I, the undersigned, having read and examined in detail the tender document and do hereby express my interest to provide the services as specified in the tender.
2. I have read the provisions of tender document and confirm that these are acceptable to me.
3. I have not indulged in any corrupt or fraudulent practices in preparing this tender document.
4. I shall bear all costs incurred in connection with the preparation and submission of the tender.
5. I am enclosing all the relevant documents mentioned in the tender document which are meeting the tender requirements.

I hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to my disqualification.

Thanking you,

Yours faithfully

Sign & Seal

### Checklist

S.No	Particulars	
1	Bid Document Fee as mentioned in Bid information sheet	Yes/ No
2	Ernst Money Deposit (EMD) as mentioned in Bid information sheet	Yes/ No
3	Annexure D1 - Company Incorporation certificate	Yes/ No
4	Annexure D1b - Copy of Excise Duty/ GST Registration Certificate & other relevant documents to support that the bidder is a manufacturer of Fans since last five years or BLDC Fans for last three years	Yes/ No
5	Annexure D2b - Copy of factory License	Yes/ No
6	Annexure D2b - Consortium Agreement (in case of consortium)	Yes/ No
7	Annexure D2c - Copy of Valid ISO Certificate – QMS certificate	Yes/ No
8	Annexure D2c - Details of the bidder's and co-maker's manufacturing facilities, machinery, equipment, set-up, testing facilities, etc.	Yes/ No
9	Annexure D2c - Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.	Yes/ No
10	Annexure D3 – Consent Letter accepting to provide 10% CPG to be furnished by the bidder	Yes/ No
11	Annexure D4 - All the valid test reports as per Technical Specifications to be submitted.	Yes/ No
12	Annexure D5 - Photocopies of Letter of Award/ Work Orders/ Purchase Orders/ Contract and of the Supply Completion Certificates/ Delivery Challans/ Invoice (duly received by distributor/ customer with signature and stamp of the distributor).	Yes/ No
13	Annexure D6 – Brand Certificate & other relevant documents to be submitted	Yes/ No
14	Annexure D7 - Audited Balance Sheet of last 3 years along with CA Certificate	Yes/ No
15	Annexure D7A - CA Certified Net worth Certificate	Yes/ No
16	Annexure E – Technical specifications	Yes/ No
17	Test reports	Yes/ No
18	BEE Star label certificate	Yes/ No
19	Attachment 1- Bid Form on company letter head	Yes/ No
20	Attachment 2- Power of Attorney	Yes/ No
21	Attachment 3- Certificate regarding Acceptance of important conditions on company letter head	Yes/ No
22	Attachment 5- Letter of undertaking in company letterhead	Yes/ No
23	Covering letter on company letter head mentioning the submission of Bid addressed to the VC & MD - TSREDCO	Yes/ No
24	One complete set of tender document and subsequent amendments (if any), duly signed and stamped on each page along with related support documents	Yes/ No