


**E-Tender document for Design,
Manufacture & Supply of self-
ballasted 9W&12W LED BULBS in
entire Telangana**



**Tender No: TSREDCO/EC/E-TENDER-LED
bulb/9W&12W self-ballasted/110/2021-22
Dated 03.09.2021 (Third Call).**



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

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The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004.
Telangana State, India

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SECTION I: Invitation for Bids (IFB)

Name of Work: Design, Manufacture & Supply of Self-ballasted 9W & 12W LED Bulbs in entire Telangana with 3 years warranty

Notice Inviting Tender (NIT)/ Bid Document No: TSREDCO/EC/E-TENDER-LED bulb/9W&12W Self ballasted /110/ 2021-22 dated. 03.09.2021 (Third Call).

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 LED bulbs 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 Self-ballasted **9W LED Bulbs – 10,00,000 quantity & 12W LED Bulbs – 5,00,000 quantities** in entire Telangana through e-tendering. The quantity may be increased, if required, as per the requirement of TSREDCO during the agreement period. **The bidder shall quote for both items (9W & 12W). If the bidder quotes for only one item, the bid will be considered as non-compliance and disqualified.**

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

Tender Document No.	TSREDCO/EC/E-TENDER-LED Bulb/ 9W&12W Self ballasted /110 /2021-22 dated. 03.09.2021 (Third Call).
Bid Document Cost	INR 29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) inclusive of GST (non-refundable & non-adjustable). The cost of tender document has to be paid by online payment Mode only
Earnest Money Deposit (EMD)/ Bid Security	INR 12 Lakhs (Rupees twelve Lakhs Only) (refundable). EMD to be paid through online or DD (on behalf of TSREDCO payable at Hyderabad only), in case of DD, the original instrument shall be submitted to TSREDCO before opening of Technical bid.
Security Deposit/ Contract Performance Guarantee	10% of the Contract value with respect to the respective PO, to be valid up to three months beyond the Warranty expiry date.
Broad Scope	Design, Manufacture & Supply of 9W&12W Self ballasted LED Bulbs in entire Telangana State with 3 years warranty
Pre Bid Meeting	16 .09 .2021, 12.00 hours IST at TSREDCO Head Office, D.No. 6-2-910, Visvesvaraya Bhavan, The Institution of Engineers Building, II floor, Khairatabad, Hyderabad - 500 004.
Online Bid Submission Start Date	From 17.09.2021 (12.00 hours IST)
Online Bid Submission End Date	04.10.2021 (up to 14:00 hours IST)
Technical bid Opening Date & Time	05.10.2021at 15:00 hours IST
Financial E-bid Opening Date & Time	07.10.2021at 15:00 hours IST
Bid Validity Period	90 days from the date of opening of Financial bid.
Period of Contract	3 Years♦ from the date of signing of Agreement.
Tender inviting authority and to be addressed to	Vice Chairman & Managing Director Telangana State Renewable Energy Development Corporation Ltd (TSREDCO), D.No. 6-2-910, Visvesvaraya Bhavan, II floor The Institution of Engineers Building, Khairatabad, Hyderabad - 500 004. Telangana State, India Ph: 040 – 23201502, 23201503. Fax: 040 – 23201504 Email: ec@tsredco.telangana.gov.in

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

Brief Highlights of Tender

Particulars	Details
Name of the Work	Design, Manufacture & Supply of 9W&12W LED Bulb's in entire Telangana State with 3 years warranty
Bid Document fee	INR 29,500/- (Rupees Twenty-Nine Thousand Five Hundred only) inclusive of GST (non-refundable & non-adjustable). The cost of tender document has to be paid by online payment mode only.
EMD/	INR 12 Lakhs (Rupees Twelve Lakhs Only) (refundable)
EMD Exemption	For NSIC industries/PSUs/ MSME & Government Undertakings
Bid Validity Period	90 days from the date of opening of financial bid
Period of Contract	3 Years* 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	<p>1. Bidder should either have an existence in Lighting Industry for a minimum period of 7 years OR in LED Light/Luminaire manufacturing for last 3 years ending on the date of release of this Tender.</p> <p style="text-align: center;">AND</p> <p>2. The Bidder should have experience of having manufactured and supplied a minimum quantity of 10,00,000 LED Bulb's either in India or through exports within last three (3) years ending last day of the month previous to the one in which the tender is issued.</p>
Quantity of LED Bulbs	9W – 10 Lakhs 12W – 5 Lakhs
Warranty	3 years
Terms of Payment	100% payment will be released within 30 working days after submission of all the necessary and required documents to TSREDCO Head Office from the respective unit offices with respect to the PO issued. The complete details regarding this are mentioned in the subsequent clauses
Statutory Rating	Mandatory valid BEE star rating certificate for both wattages

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 (fully / partly) 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.

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

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 only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website. 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 bidder will be considered as non-responsive and disqualified.

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, 2013
- (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). “LED” Light Emitting Diode”
 - (BB). “NIT” Shall means Notice Inviting Tender
 - (CC). “Parent Company” shall mean a company that holds paid-up equity capital directly or indirectly in the Bidding Company, as the case may be;
 - (DD). “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
 - (EE). “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;
 - (FF). “SDA” shall mean State Designated Agency
 - (GG). “Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;
 - (HH). “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.

- (II). “Successful Bidder(s) / Contractor(s)” shall mean the Bidder(s) selected by Employer pursuant to this Bid i.e. on whom award is made.
- (JJ). “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.
- (KK). “Time for Completion” means the time within which Completion of the Project/Works is to be attained as per the respective PO/ LOA or the relevant provisions of the contract;
- (LL). “TSREDCO” means Telangana State Renewable Energy Corporation Limited
- (MM). “W” means Wattage of LED
- (NN). “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 9W&12W Self ballasted LED bulbs 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:

The Vice Chairman & Managing Director

Telangana State Renewable Energy Development Corporation Ltd (TSREDCO),

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

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

Telangana State, India

Ph: 040 – 23201502, 23201503.

Fax: 040 – 23201504

Email: ec@tsredco.telangana.gov.in

2.A. Pre Bid meeting

The interested bidders may attend the Pre-bid meeting as mentioned in the bid information sheet. It is advised to attend the Pre-bid meeting which will help in clarifications (or) for any other amendments to the bidding documents. TSREDCO may examine the query and may amend the tender if required.

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>

Note: TSREDCO have right to ask for the hard copies of the uploaded documents, if they are found to be blur or not properly visible for the evaluation purpose. If the bidder is paying EMD through DD, the original instrument to be submitted at TSREDCO office along with covering letter addressed to VC & MD – TSREDCO. The covering letter shall contain the tender reference no and DD number. The same shall be submitted to TSREDCO before opening of online technical bid.

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. Bid Document Cost and Earnest Money Deposit (EMD)

The Bidding Document Cost has to be necessarily submitted in the form of online payment mode for the amount mentioned in the Bid Information Sheet to the following bank account details

Beneficiary Name	:	Telangana State Renewable Energy Development Corporation Ltd. (TSREDCO)
Account Number	:	30242010095314
IFSC Code	:	CNRB0013024
Bank Name & Branch	:	Canara Bank & Mukramjahi Road, Hyderabad

The bidder shall submit the EMD for the cost as mentioned in the Bid information sheet. The EMD should be in the form of online payment mode of e tender portal or RTGS/NEFT to TSREDCO above account or Demand Draft in favor of TSREDCO, Payable at Hyderabad.

EMD Submission process:

1. **Online of e-tender portal:** If bidder wishes to pay EMD through e-tender portal, same can be paid through the e-tender portal and no need of submission of receipt copy to TSREDCO.
2. **Online transfer to TSREDCO account:** If the bidder wishes to pay EMD through NEFT / RTGS to TSREDCO, the receipt shall be uploaded in place of BG on e-tender portal.
3. **Payment through DD:** If the bidder is paying EMD through DD, the original instrument to be submitted at TSREDCO office along with covering letter addressed to VC & MD – TSREDCO. The covering letter shall contain the tender reference no and DD number. The same shall be submitted to TSREDCO before opening of online technical bid.

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 receipt of the instruments/ documents towards EMD (in case of DD or RTGS/NEFT to TSREDCO) received by TSREDCO before opening time of the technical e-bids. 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 any documents/ original instruments such as DD 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 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 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 and the EMD shall be forfeited. 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.

The EMD of unsuccessful bidders will be returned as promptly as possible after the award is made to lowest evaluated technically acceptable bid. The EMD of the successful bidder will be refunded after the Bid validity period. No interest shall be paid by TSREDCO on the amount of earnest money deposit deposition. However, a request letter needs to be submitted to TSREDCO in both the cases for release/ return of the EMD.

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 working 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:

- A. All PSUs and Govt. Department may be exempted from EMD. However tender fee is not exempted.
- B. 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. NSIC Certificate must be valid for 3 months from the date of technical 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 with the L1 bidder. Also, However, TSREDCO may negotiate with the successful bidder for reducing the price, after first year, if the price of the product reduced as per the market surveillance, during the agreement 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.

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. All pages of the bid shall be initialed by the person or persons signing the bid with company seal.

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 submitted as per the timeline mentioned in the 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.

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 technical Bids in online considering the submitted

hard copies of original instruments such as DD (for EMD). It is the responsibility of the bidder to confirm the submission with TSREDCO of original instruments/ documents, if any requested 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

However, TSREDCO will evaluate online bids only which are uploaded/submitted by the bidder through Telangana e-tender portal only. TSREDCO have right to ask for hard copies of the uploaded documents, if they found to be blur or not properly visible for the evaluation purpose. In this case both online and offline documents shall be considered for the evaluation

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 or as desired by TSREDCO. The costs related to travelling, lodging and boarding shall be borne by the successful bidder.

All materials / equipment's 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 Award (LOA) 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 working 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 working 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. Issuance of Purchase Orders and Contract Performance Guarantee:

TSREDCO will be placing multiple POs based on the requirement to the successful bidder. 10% of the PO value shall be deposited as CPG to TSREDCO Head Office within 7 working days after receipt of acknowledgement by the successful bidder in the form of DD or BG. The CPG shall be valid up to three months beyond the Warranty expiry date i.e., 3 years 3 months. If the successful bidder is not attending the replacement of the failure/ defective products within the timeline mentioned, the CPG would be encased and utilized for replacing the same, with respect to the PO.

22. Quantity Variation

The TSREDCO reserves the right to vary the quantity 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 or TSREDCO unit offices or as per requirements in the BEE schemes.

23. 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 or respective PO's. 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.

24. Award criteria

TSREDCO will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and quoted lowest price. However, L1 will be considered for both the products and award will be issued accordingly.

25. Delivery Schedule

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

26. 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.

27. 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 working days from the date of receipt of the material at the location mentioned by TSREDCO.

The bidder shall arrange removal of the rejected items within 20 working days from the date of notification. In the event, the bidder fails to lift the materials within the said 20 working days, TSREDCO shall be at liberty to dispose-off such rejected items in any manner as it may have 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

28. 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.

29. 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.

30. Terms of Payment

Payment towards cost of LED Bulbs 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 of 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 In case the due date for filing the GST return for the period to which the invoice issued relates to is completed, then a proof for filing invoice in the GST Return and proof of payment of GST shall be submitted for release of payment. In

other cases, an indemnity Bond cum undertaking in favour of TSREDCO for filing of GST Return and payment of GST to the Government (in the format provided by TSREDCO) should be submitted for release of payment. Copy enclosed.

- 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.

31. 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.

32. 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.

33. Eligibility for Future Tenders

Notwithstanding the provisions mentioned in 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.

34. Defect Liability

- 34.1 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.
- 34.2 The Defect Liability Period shall be thirty-six (36) months from the date of delivery.
- 34.3 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.
- 34.4 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.

35. 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 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.

36. Functional Guarantees

- 36.1 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.
- 36.2 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.

37. 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.

38. 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 there-from. However, these adjustments would be restricted to direct transactions between the TSREDCO and the successful bidder. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc.

39. 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.

40. Warranty

- 40.1 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. The warranty shall be as mentioned in the Bid information sheet.

- 40.2 This warranty of all the Works shall remain valid for 3 years 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:
- 40.2.1 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
 - 40.2.2 Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees.
- 40.3 The Employer shall notify the Contractor in writing of any claims arising under this warranty.
- 40.4 Upon receipt of such notice, the Contractor shall, within the period of 20 working 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.
- 40.5 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.

41. Termination for Default

- 41.1 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:
- 41.1.1 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
 - 41.1.2 if the Contractor supplied different product other than mentioned in LOA/P.O.
 - 41.1.3 if the Contractor fails to perform any other obligation(s)/duties under the Contract.
 - 41.1.4 if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

42. Settlement of Disputes

42.1 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 expenditure incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the TSREDCO and the Bidder.

42.2 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 35 (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.

42.3 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

43. 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:

44. 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.

45. Subletting and Assignment:

The supplier shall not, save with prior consent in writing of the TSREDCO, 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 TSREDCO under the exigencies of the contract, shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

46. Information Provided by the Corporation (TSREDCO):

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.

47. 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. BEE star label is also mandatory on the LED bulb.

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.

48. 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./ PO 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.

49. 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.

50. Transportation, Demurrage Wharfage, Etc.

Successful bidder is required 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 successful bidder, 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.

51. TSREDCO reserves the right to

Negotiate with the successful Bidder for further reduction of prices. Also,

52. 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.

53. 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: Qualifying Requirements & Technical Specifications

ANNEXURE-A: Bid Form

S.No.	Particulars	Description						
1	Name, Address of the organization/firm							
2	Name, Designation, Address and telephone no. of the authorized person							
3	Whether firm is registered, if Yes, please provide the registration certificate or GST certificate (Please attach copies)							
4	PAN No. (enclose the copy of self-attested PAN card)							
5	Please enclose the local office details (availability in Telangana)							
6	Latest Income Tax Returns (Please attach copy)							
7	Annual Turnover: 2017-18, 2018-19 and 2019-20. Enclose turnover certificate certified by CA	Rs In crore <table border="1"><tr><td>2017-18</td><td></td></tr><tr><td>2018-19</td><td></td></tr><tr><td>2019-20</td><td></td></tr></table>	2017-18		2018-19		2019-20	
2017-18								
2018-19								
2019-20								
8								

(Attach separate sheets, if necessary)

Declaration:

This is to certify that I/We before signing this job assignment have read and fully understood all the terms and conditions contained in the document and undertake myself/ourselves to strictly abide by them.

**Signature of the officer with name,
designation, seal and date**

ANNEXURE-B: Specific Confirmation by Bidder

<i>Note: Please submit the table below duly filled, signed and stamped along with Technical Bid on bidder's company letter head.</i>	
Description	Remarks
Incase more than one bidder gets qualified based on the Technical Bid, then the bidder quoting the lowest total price for LED Bulb including warranty cost and all other costs defined in price / financial bid table will qualify as the successful bidder.	Agreed.
Offer of LED Bulbs having wattage other than rated 9W&12W will not be accepted and bidder shall be disqualified.	Agreed.
Offer of Warranty less than 3 Years from the date of delivery of respective consignment will not be accepted and bidder shall be disqualified.	Agreed.
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-3Years from date of delivery by the supplier.	Batch warranty certificate to be provided.

TSREDCO reserves the right for quantity variation upto+/- 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 bond provided.	Agreed.
Detailed Valid Test certificate(NABL Certified Lab.)for LED Bulb being offered meets Technical Specifications as per Tender document.	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 bidder.	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.

**Signature of the officer with name,
designation, seal and date**

ANNEXURE C: Technical Specifications

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

Item 1: Technical Specifications of 9W Self ballasted LED Bulb (Complete LED Bulb set)

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remarks – if not complied
1.	Light Source	SMD LED Chip	LM80/16106	LED technical datasheet including packaging details to be submitted.			
2.	LED Make	Suitable LED chip manufacturers subject to technical due diligence by TSREDCO (Maximum of 3 LED from the original manufacturer/ designer of the Chip for manufacturing the offered design. TSREDCO reserves the right to reject any Chip proposed by Bidders.		LED Chip manufacturer to provide an authorization letter in favor of bidder stating their supply support for execution of project. LM-79&80 test reports shall be submitted. Bidder to submit LED chip manufacturer's credentials viz. proof of supplies made to Indian lighting companies and recommendations from other Lighting manufacturers along with the technical bid. (LED Make should be PHILIPS LUMILEDS/CREE/NICHIA/OSRAM/SAMSUNG/LG LEDs/any other LED brands which shall satisfy the specifications			
3	LED Chip Efficacy	Minimum 130Lm/W.	Efficacy at actual LED driving condition.				

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remarks – if not complied
4	Lamp Efficacy	Minimum 100Lm/W	Efficacy at actual LED driving condition.				
5	Lumen maintenance @ 85°C for LED chip	As per LM80 report of chip	LM80				
6	Max. Junction Temperature	As per manufacturer's test report at maximum ambient temperature but should not exceed maximum rated Junction temperature of chip used					
7	Lamp Life Hrs	Minimum 25,000	16102-2 and 16106				
8	Lamp Wattage	Rated Lamp Wattage – 9 W - as per BIS Standards (IS 16102-1 and 16102-2)	16102-1 and 16102-2				
9	CCT	Cool white (5700K, 6500K)	16102-2 CCT range as per standard or ANSI.				
10	LED Chip package Wattage	< 1w ±10 %	Recommended at actual driving condition.				

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remarks – if not complied
11	Base Cap	B22d (Bayonet Cap) Push fit terminals instead of Solderable terminals may be used provided bulb meets the TSREDCO tender specifications].	16102-1				
12	Ingress Protection	IP20					
13	Rated Luminous flux	9W: 900 Lumens - as per BIS Standards (IS 16102-1 and 16102 -2)	16102-2 and 16106				
14	CRI (Typical)	Minimum 80	16102-2 and 16106				
15	Beam angle	> 120°	16102-2				
16	Total Harmonics Distortion	Maximum 15%	16102-2				
17	Driver Efficiency	>85%	IS15885				
18	Lumen Maintenance@ 25°C ambient (±2°C)	Minimum 80% after 6000hrs, (Indoor application). Intermittent test results at every 1000 hrs to be reported.	16102-2 and 16105.	NABL (Lab may certify that, If the samples are still under testing or else intermittent test results at every 1000hrs to be reported, if sample has crossed such testing intervals)			
19	PF	Minimum 0.95	16102-2	NABL Test Report			
20	Operating Voltage Range	180V-290V	16102-2	NABL Test Report			
21	Voltage Range for Lamp “ ON” and Safety	100V–300V		NABL Test Report			

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remarks – if not complied
22	Rated Voltage for Performance and Life Time	220V–240V	16103-2	NABL Test Report			
23	Surge Voltage	Withstand 2.5kV		NABL Test Report			
24	Working Temp	10to 48degC		NABL Test Report			
25	Temperature for Performance Measurement	25°C(±2°C)		NABL Test Report			
26	Temperature for Safe Operations	10 to 48 deg C		NABL Test Report			
27	Working Humidity	10% - 90% RH		NABL Test Report			
28	Safety Requirement	All Test		NABL Test Report			
29	Temperature Cycling test and supply voltage switching test	(1) Product shall be subjected to - 10 °C for 1 hrs, then switch to 50 °C for 1 hrs. Total 5 cycles (2) 30 sec On and 30 sec Off. For 12500 cycles At the end of test as per (1) and (2), no visual damage shall be observed and lamp shall alight for more than 15 min after test.		NABL Test Report			
30	Accelerated Operational life test.	Product shall be operated continuous for 6000hours. Test has to conduct at 45°C At the end of test, no visual damage shall be observed		NABL Test Report			

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remarks – if not complied
		and lamp shall alight for more than 15 min after test.					
31	Adequate di-electric protection	(Isolation-minimum 1.5 KV di- electric resistance) to be provided in the bulb design to prevent any possibility of electric shocks to user from leakage or short circuiting from lamp body.		NABL Test Report			
32	BEE Star Label			Valid BEE Star label certificate/ letter issued by BEE for both wattages			

Item 2: Technical Specifications of 12W Self ballasted LED Bulb (Complete LED Bulb set)

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remark – if not complied
1.	Light Source	SMD LED Chip	LM80/16106	LED technical datasheet including packaging details to be submitted.			
2.	LED Make	Suitable LED chip manufacturers subject to technical due diligence by TSREDCO (Maximum of 3		LED Chip manufacturer to provide an authorization letter in favor of bidder stating their supply support for execution of project.			

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remark – if not complied
		LED from the original manufacturer/ designer of the Chip for manufacturing the offered design. TSREDCO reserves the right to reject any Chip proposed by Bidders.		LM-79&80 test reports shall be submitted. Bidder to submit LED chip manufacturer's credentials viz. proof of supplies made to Indian lighting companies and recommendations from other Lighting manufacturers along with the technical bid. (LED Make should be PHILIPS LUMILEDS/CREE/NICHIA/OSRAM/SAMSUNG/LG LEDs/any other LED brands which shall satisfy the specifications			
3	LED Chip Efficacy	Minimum 130Lm/W.	Efficacy at actual LED driving condition.				
4	Lamp Efficacy	Minimum 100Lm/W	Efficacy at actual LED driving condition.				
5	Lumen maintenance @ 85°C for LED chip	As per LM80 report of chip	LM80				
6	Max. Junction Temperature	As per manufacturer's test report at maximum ambient temperature but should not exceed maximum rated Junction temperature of chip used					

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remark – if not complied
7	Lamp Life Hrs	Minimum 25,000	16102-2 and 16106				
8	Lamp Wattage	Rated Lamp Wattage - 12W - as per BIS Standards (IS 16102-1 and 16102-2)	16102-1 and 16102-2				
9	CCT	Cool white (5700K, 6500K)	16102-2 CCT range as per standard or ANSI.				
10	LED Chip package Wattage	< 1w ±10 %	Recommended at actual driving condition.				
11	Base Cap	B22d (Bayonet Cap) Push fit terminals instead of Solderable terminals may be used provided bulb meets the TSREDCO tender specifications].	16102-1				
12	Ingress Protection	IP20					
13	Rated Luminous flux	12W: 1200 Lumens - as per BIS Standards (IS 16102-1 and 16102 -2)	16102-2 and 16106				
14	CRI (Typical)	Minimum 80	16102-2 and 16106				
15	Beam angle	> 120°	16102-2				
16	Total Harmonics Distortion	Maximum 15%	16102-2				

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remark – if not complied
17	Driver Efficiency	>85%	IS15885				
18	Lumen Maintenance@ 25° Cambient (±2°C)	Minimum 80% after 6000hrs,(Indoor application). Intermittent test results at every1000 hrs to be reported.	16102-2 and 16105.	NABL (Lab may certify that, If the samples are still under testing or else intermittent test results at every 1000hrs to be reported, if sample has crossed such testing intervals)			
19	PF	Minimum 0.95	16102-2	NABL Test Report			
20	Operating Voltage Range	180V-290V	16102-2	NABL Test Report			
21	Voltage Range for Lamp “ ON” and Safety	100V–300V		NABL Test Report			
22	Rated Voltage for Performance and Life Time	220V–240V	16103-2	NABL Test Report			
23	Surge Voltage	Withstand 2.5kV		NABL Test Report			
24	Working Temp	10to 48degC		NABL Test Report			
25	Temperature for Performance Measurement	25°C(±2°C)		NABL Test Report			
26	Temperature for Safe Operations	10 to 48 deg C		NABL Test Report			
27	Working Humidity	10% - 90% RH		NABL Test Report			
28	Safety Requirement	All Test		NABL Test Report			
29	Temperature	(1) Product shall be		NABL Test Report			

S.No	Parameters	Cool white LED Bulb	Applicable IS	Documents to be submitted & annexed by Bidder	Details to be filled by Bidder		
					Complied (Yes/No)	Details in brief	Remark – if not complied
	Cycling test and supply voltage switching test	subjected to - 10 °C for 1 hrs, then switch to 50 °C for 1 hrs. Total 5 cycles (2) 30 sec On and 30 sec Off. For 12500 cycles At the end of test as per (1) and (2), no visual damage shall be observed and lamp shall alight for more than 15 min after test.					
30	Accelerated Operational life test.	Product shall be operated continuous for 6000hours. Test has to conduct at 45°C At the end of test, no visual damage shall be observed and lamp shall alight for more than 15 min after test.		NABL Test Report			
31	Adequate di-electric protection	(Isolation-minimum 1.5 KV di- electric resistance) to be provided in the bulb design to prevent any possibility of electric shocks to user from leakage or short circuiting from lamp body.		NABL Test Report			
32	BEE Star Label			Valid BEE Star label certificate/ letter issued by BEE for both wattages			

NOTE:

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

The LED Light should have diffuser (milky diffuser) and no LED Light source should be visible through naked eye and the light on the diffused cover must be uniform without any dark spots.

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

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

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

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

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

ANNEXURE-D: Qualifying Requirements

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, 2013 or as amended.	<p>Certificate of Incorporation issued under Indian Companies Act, 2013/ 2017 from Registrar of Companies to be submitted.</p> <p>* ANNEXURE D1- Company Incorporation certificate (to be enclosed by Bidder with company seal and authorized signature)</p>	<p>Company Incorporation Certificate No.</p> <p>Date:</p>
1a	Bidder should either have an existence in Lighting Industry for a minimum period of 7 years OR in LED Light / Luminaries manufacturing for last 3years ending on the date of release of this Tender.	<p>The Bidder to submit an Excise/ GST Registration Documents and other relevant documents to support that they are manufacturer of lighting products since last five years or LED lights for last 3years.</p> <p>*ANNEXURE D1a Copy of Excise Duty/ GST Registration Certificate& other relevant documents to support that the bidder is a manufacturer of lighting products since last five years or LED lights for last three years.</p>	<p>Excise/ GST Registration No.</p> <p>Date:</p> <p>Other details:</p>
2a	<p>The bidder could be: - A manufacturer of LED lamps OR A consortium of LED lamp manufacturer and any of their licensed suppliers/co-makers to supply LED bulbs. NOTE ▪ In case of consortium, the partners in the</p>	<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>Factory License No. _ Date:</p> <p>Brief description of Goods/ Services as per Excise/ GST Registration / Factory License:</p>

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
	<p>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.</p> <ul style="list-style-type: none"> ▪ The branding should be mandatory from the Manufacturer. The primary responsibility of supply, quality of LED products and all other conditions of the Contract shall be of Lead Partner. TSREDCO shall coordinate only with the Lead partner. ▪ A consortium of maximum two members is allowed. ▪ 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. ▪ 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. ▪ Further, MSMEs are also eligible to participate in tender directly provided they meet all QRs in their individual capacities and are not part of the NSIC consortium or any other consortium. 	<p>Documentary evidences in case of NSIC:</p> <ol style="list-style-type: none"> 1. Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted. 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. <p>*ANNEXURE D2a –</p> <ul style="list-style-type: none"> - Copy of factory License - Consortium Agreement (in case of consortium). <p>In case of NSIC, the following documents are to be submitted:</p> <ul style="list-style-type: none"> • Copy of valid NSIC Purchase Enlistment Certificate along with registration of listed Items must be submitted. • 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 	

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
		logos. All the documentation should be completed by lead bidder and in the name of lead bidder.	
2b	<p>Bidder or any one of the Consortium partners 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 or its consortium partner 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"> 1.Copyof valid ISO Certificate (Quality Management System i.e., ISO 9001:2008 or ISO 9001:2015) 2.Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection. <p>*ANNEXURED 2b</p> <ol style="list-style-type: none"> 1.Copy of Valid ISO Certificate. 2.Details of the bidder's and co-maker's manufacturing facilities, machinery, equipment, set-up, testing facilities, etc. 3.Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection. 	<p>ISO Certificate No.____ Date:</p> <p>Address & Other details of the Manufacturing / Production facilities of the Bidder, Consortium Partner & Co-maker (if applicable):</p> <p>Address & Other details of Testing facility of the Bidder, Consortium Partner &Co-maker (if applicable):</p> <p>Brief details of the Tests carried out: Other details</p>
3	Bidder should extend Contract Performance Guarantee of 10% of total order value of respective P.O. and must be valid for Delivery Period+ Warranty Period+ Three Months Claims Period as per Contract Performance Guarantee/ Performance Security clause.	<p>Consent letter to be furnished by the Bidder.</p> <p>*ANNEXURE D3 –</p> <p>Consent Letter accepting to provide 10% CPG to be furnished by the bidder</p>	Details in brief:
4	The LED BULB offered by Bidder including Consortium Partner for supply against this tender must meet the specifications as	Subsequent to award of contract to successful bidder, if it is found that performance declared by bidder in the	Details in Brief:

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief										
	indicated in the attached Technical Specifications.	<p>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 *ANNEXURE D4</p> <ul style="list-style-type: none"> All the valid test reports as per Technical Specifications to be submitted. <p>All test reports submission is compulsory and non-submission of requisite test reports shall be liable to rejection of bid.</p>											
5	<p>LED BULB's: The Bidder should have experience of having Manufactured and supplied a minimum quantity of 10,00,000 LED BULB's either in India or through exports within last three (3) years ending last day of the month previous to the one in which the tender is issued.</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>*ANNEXURE D5 - Photocopies of Letter of Award/Work</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="1547 1347 2040 1420"> <thead> <tr> <th>S.No</th> <th>Name of</th> <th>W.O./ P.O.</th> <th>Date</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No	Name of	W.O./ P.O.	Date	Quantity					
S.No	Name of	W.O./ P.O.	Date	Quantity									

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief												
	The above condition must be fulfilled by the bidder individually or cumulatively by the consortium partners.	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).	<table border="1"> <tr> <td data-bbox="1547 231 1637 379"></td> <td data-bbox="1637 231 1742 379">Client</td> <td data-bbox="1742 231 1848 379">No.</td> <td data-bbox="1848 231 2040 379">as per W.O./P.O</td> </tr> <tr> <td data-bbox="1547 379 1637 421"></td> <td data-bbox="1637 379 1742 421"></td> <td data-bbox="1742 379 1848 421"></td> <td data-bbox="1848 379 2040 421"></td> </tr> <tr> <td colspan="3" data-bbox="1547 421 1944 459">Total</td> <td data-bbox="1944 421 2040 459"></td> </tr> </table>		Client	No.	as per W.O./P.O					Total			
	Client	No.	as per W.O./P.O												
Total															
6	<p>Bidder should have their OWN BRAND ((Lighting System- Streetlights/LED Bulbs) in the market (National/Global).</p> <p>The brand certificate must be at least three-years-old from the date of bid submission.</p>	<p>Brand certificate to be submitted by the Bidder.</p> <p>*ANNEXURE D6 – Brand Certificate & other relevant documents to be submitted</p>	Trade certificate Number: Date:												
7	<p>The Bidder should have average annual turnover of more than Rs.3 Crore in Lighting Industry in the immediately preceding last three completed Financial Years (2017-18, 2018-19& 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, one consortium partner must the 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 CA certificate</p> <p>*ANNEXURE D7- Audited Balance Sheet of last 3years along with CA Certificate for both partners in case of consortium</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>												

S.No	Criteria	Documents to be submitted and Annexed as given below	Details of the Documents submitted by Bidder in Brief
7A	<p>The Net worth of bidders as on the last day of preceding financial year (2019-20) shall be in positive</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>*ANNEXURE D7A-</p> <p>CA Certified Net worth Certificate for both partners in case of consortium</p>	<p>Individual Net Worth Details</p> <p>1.M/s_</p> <p>2.M/s_</p>
8	BEE Star Label Certificate	Valid BEE Star label certificate/ letter issued by BEE for both wattages as ANNEXURE 8A AND ANNEXURE 8B	<p>1. Validity date for 9W:</p> <p>2. Validity date for 12W:</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**

SECTION-IV: Forms & Procedures

Attachment –1

Covering letter format (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, ec@tsredco.telangana.gov.in

Dear Sir,

**Sub.:- e-tender for supplying of 9W&12W Self ballasted LED Bulb's in the state of
Telangana with 3 years warranty – submission of tender -reg
Ref: Tender No. TSREDCO/EC/E-TENDER-LED bulb/9W&12W Self ballasted /110/
2021-22 dated. 03.09.2021 (Third Call).**

I/We _____, herewith submitting the tender as per the scope of work for Design, Manufacture & Supply of **Self-ballasted 9W&12W LED BULB's** in entire Telangana with 3 years warranty. With Reference to the subjected Tender, we are pleased to submit our bid 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

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

I/We undertake, if our bid is accepted, I/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, I/we undertake to provide contract performance securities in the form and amounts and within the time specified in the bidding documents.

I/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.

I/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.

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

I/We 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.

Date _____

Company SEAL

NAME/S &AUTHORISED SIGNATORIES:

ADDRESS:

MOBILE NO.:

LAND LINE NO.:

Our correspondence details are:

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

(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, ec@tsredco.telangana.gov.in

Sub: e-tender for supplying of 9W&12W Self ballasted LED Bulb's in the state of
Telangana with 3 years warranty – acceptance of important conditions –reg.

Ref: Tender No. TSREDCO/EC/E-TENDER-LED bulb/9W&12W Self ballasted /110/ 2021-22
dated. 03.09.2021 (Third Call).

With reference to our bid proposal No. TSREDCO/EC/E-TENDER-LED Bulb/
9W&12W Self ballasted/110 /2021-22 dated. 03.09.2021 (Third Call) 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: Tender No: TSREDCO/EC/E-TENDER-LED bulb/9W&12W Self ballasted /110/ 2021-22 dated. 03.09.2021 (Third Call).

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: 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.....datedand 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 ofas 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 thisday 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 BGI 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 over writing/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 documents	

INDEX

S.No	Particulars	Page No.
1	Bid Document Fee as mentioned in Bid information sheet	
2	Earnest Money Deposit (EMD) as mentioned in the Bid information sheet	
3	Annexure A – Bid Form	
4	Annexure B- Specific Confirmation by Bidder	
5	Annexure C – Technical Specifications	
6	Annexure D1 - Company Incorporation certificate	
7	Annexure D1a - Copy of Excise Duty / GST Registration Certificate & other relevant documents to support that the bidder is a manufacturer of lighting products since last five years or LED lights for last three years.	
8	Annexure D2a - Copy of factory License	
9	Annexure D2a - Consortium Agreement (in case of consortium)	
10	Annexure D2b - Copy of Valid ISO Certificate – QMS certificate	
11	Annexure D2b - Details of the bidder's and co-maker's manufacturing facilities, machinery, equipment, set-up, testing facilities, etc.	
12	Annexure D2b -Acceptance from Bidder including Consortium partner for providing copy of Test certificates and openness for inspection.	
13	Annexure D3 – Consent Letter accepting to provide 10% CPG to be furnished by the bidder	
14	Annexure D4 - All the valid test reports as per Technical Specifications to be submitted.	
15	Annexure D5 - Photocopies of Letter of Award/ Work Orders/ Purchase Orders/ Contract and Supply Completion Certificates/ Delivery Challans/ Invoices (duly received by distributor/ customer with signature and stamp of the distributor).	
16	Annexure D6 – Brand Certificate & other relevant documents to be submitted	
17	Annexure D7 - Audited Balance Sheet of last 3 years along with CA Certificate	
18	Annexure D7A - CA Certified Net worth Certificate	
19	Annexure D8 A– Valid BEE Star Rating Certificate	
20	Annexure D8 B– Valid BEE Star Rating Certificate	
21	Attachment 1- Covering Letter on company letter head	
22	Attachment 2- Certificate regarding Acceptance of important conditions on company letter head	
23	One complete set of tender document and subsequent amendments (if any), duly signed and stamped on each page along with related support documents	

Note: The bidders shall upload all the documents after properly mentioning the page numbers on each uploaded document and mention the same in the above table and upload in the e-tender portal.

SECTION V: Price/Financial Bid format

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

Tender No. TSREDCO/EC/E-TENDER-LED Bulb/ 9W&12W Self ballasted /110 /2021-22 dated. 03.09.2021 (Third Call).

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	A. Design, Manufacture & Supply of 9W LED BULB's in entire Telangana with 3 years warranty	10,00,000	Cool White LED Bulb (B22).		6A
2	B. Design, Manufacture & Supply of 12W LED BULB's in entire Telangana with 3 years warranty	5,00,000	Cool White LED Bulb (B22).		6B
Total Price (C) = 6A+6B					

Important Note: The filled above financial bid shall be uploaded in the e –tender portal at the financial bid submission location only. In e –tender portal it is mentioned as Lump sum amount, in that space bidder shall enter ‘0’. It is to inform that TSREDCO will only consider the uploaded financial bid for the evaluation purpose as the bid consists of two items. No hard copy submission is entertained for financial bid.

Note:

Telangana State Renewable Energy Development Corporation Limited

- 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 GST Registration Certificate in support of claim of GST.
- 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) there to 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.
- **The bidder shall quote for both items (9W & 12W). If the bidder quotes for only one item, the bid will be considered as non-compliance and disqualified.**

(SEAL)

Signature of Tenderer or Their Authorized Representative

Dated

Name & Address of Tenderer

Phone No:

Fax no.:

E-Mail:

CHECKLIST

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Note: All the bidders shall upload the soft copies of the documents related to the checklist in the e-tender portal.

In case of attachment size is more for the Annexure D5, the bidder can upload as multiple documents at the space provided in the e-tender portal as Annexure D5.1 to D5.10