

EMPANELLEMENT TENDER DOCUMENT

Invitation for Expression of Interest(EOI)

New & Renewable Energy Development Corporation of AP Ltd (NREDCAP)

On behalf of
Commissioner, Panchayats Raj and Rural Development,
Government of Andhra Pradesh,

FOR

Retrofitting Of Energy Efficient LED's

Tender Notice No. : EOI No.05/CPR & RD/H LED's /2017, Date: 29-08-2017

Name of the Work : Survey, Supply, Installation, Testing Commissioning, of Energy Efficient LED Street Lights with Fixtures to Gram Panchayats of Six Districts in Andhra Pradesh (including Warranty, Service & Maintenance for 10Years) with payment on fixed EQI on Quarterly terms.

Name of the Agency and Address

Issued by
New & Renewable Energy Development Corporation of AP Ltd
5-8-207/2, Pishgah Complex, Nampally, Hyderabad 500 001
Tel: 040 23202391 / 23202262; E-mail: info@nredcap.in

DISCLAIMER

1. The Tender Bid document is not transferable.
2. This Bid document is issued by New & Renewable Energy Development Corporation of AP Ltd (NREDCAP).
3. The Bid document is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures or securities, nor shall this bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
4. In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.
5. Whilst the information in this Bid document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NREDCAP nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this document or on which this document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
6. The information contained in this document is selective and is subject to updating, expansion, revision and amendment issued before due date. It does not, and does not purport to, contain all the information that a recipient may require. Neither NREDCAP nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this document or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this document or to correct any inaccuracies therein that may contained in this document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
7. This bid document, if includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Project, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of NREDCAP, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as a promise, representation or warranty.

Authorized Person: The VC & Managing Director, NREDCAP
Address: 5-8-207/2, Pisgah Complex, Nampally, Hyderabad 500 001
Tel: 040-23202391 . 23202262, Fax: 040 - 23201666
Email: info@nredcap.in; gmecc@nredcap.in;
Place: Hyderabad
Date: 29-08-2017

SECTION - I :

Expression of Interest(EOI)

EOI NO: 05/CPR & RD/H LED's /2017 Date: 29-08-2017

PREAMBLE:

The Government of Andhra Pradesh has identified Energy Conservation as one of the thrust areas to meet the increased energy demand in the State and many initiatives have been taken to enlighten the public on the need of energy conservation. Therefore, the Government in G.O.Rt.No.132 Energy(RES) dept., Dt:-22.08.2011 have issued orders to the effect that Compulsory Use of Energy Efficient Lighting Devices (EELDs) such as CFLs, LED Lighting and T5 Tube Lights as mandatory in Government/Quasi Government/Local Bodies.

The Department of Panchayat Raj and Rural Development, Government of Andhra Pradesh has decided to convert existing Conventional Street Lights into Energy Efficient LED Street Lighting System for Conservation of Energy for minimizing the maintenance expenditure incurred under Street Lighting head in various Gram Panchayats in Andhra Pradesh.

As per the data available there are 28 Lakhs (Appx.) Electrical Poles existing in the Gram Panchayats in the State and 21 Lakhs (Appx.) poles were fitted with Street Lights. At present on an average Rs.200 to 250 Crore of amount per annum is being paid as CC Charges by the Gram Panchayats.

In order to assess the pros and cons of the LED conversion in GPs, LED Luminaries were installed on pilot basis in few Gram Panchayats at the interest of the Sarpanches. The inhabitants of the respective areas of above Gram Panchayats have expressed their satisfaction on the functioning of LEDs and even the Sarpanches concerned have expressed positive response with a request to extend the LED lights to the entire Gram Panchayat Area.

During the pilot study in 5 Gram Panchayats, it was analyzed that the functioning of LED street lights was found satisfactory with good public acceptance and energy savings of 40-50% was demonstrated. The luminosity of 50 watts (For Tube 40w and Choke 10w) of conventional street lights matched the luminosity 24 watts LED street light giving a minimum energy saving of 26 watts.

Energy saving for 10 Years per a street light

Consumption on conventional lights :-

Usage per year in kwh = 48 watts x 11 hours x 365days

= 192720 watts per year

= 192.72 kwh or say 193 units

No of units for 10 years = 193x 10=1930 units

Replacement Standards adopted :

A 40 watt Conventional Street light (40 watts + 8 watts for choke) will be replaced with LED Street Light of 24 Watts that would provide same luminosity /lux levels as prescribed in BIS,1981 Consumption on LED lights.

No of Units Saved per Street Light(48w-24w) per year=24w x 11 hours x 365 days
= 96360 watts per year
= 96.36 kwh or say 96.3 units

No of Units Saved per Street Light in 10 year= 963 Units

Proposal: Considering a power saving of 963 units in 10 years (to the existing consumption of 1930 Units), it is now proposed to pass on the savings benefit to the Gram Panchayat at a minimum rate of 20% of total consumption which is calculated as 386 Units (1930 x 20%).

Thus a G.P which envisages a replacement of 1000 Conventional Street Lights will get a savings benefit of (1000 x 48 watts x 5.98 =287 units(Rs.5.98 is as per the Tariff Order 2017 Of Andhra Pradesh Page No: 270). After retaining savings with GP, (20% or above of total consumption) the Commissioner PR&RD will make payment to the firm (80% or Less of total consumption) on behalf of GP as per prevailing rates of tariff calculated on monthly basis.

The Government of Andhra Pradesh vide G.O Rt. No. 1136, PR & RD (PTS III) Department, Dt. 11.12.2015 of the Panchayat Raj & Rural Development has constituted a Committee comprising one member each from NREDCAP and State Energy Conservation Mission (SECM) to advise on implementation of the LED Street Lighting Project in G.P's.

Further, the Government vide G.O Ms. No. 4, PR & RD (PTS III) Department, Dt. 18.1.2016 and GO RT 391 Dated 08-06-2017 of the Panchayat Raj & Rural Development has permitted Commissioner, Panchayat Raj to go ahead by inviting EOI for Conversion of existing conventional Street Lights to LED Lights in Gram Panchayats in Six Districts in the state through New & Renewable Energy Development Corporation(NREDCAP).

In this connection, the Commissioner, PR&RD, Government of A.P desires to empanel the Manufacturers and Firms who are willing to participate in the project in Gram Panchayats on EQI Basis by investing the entire upfront capital cost of energy efficiency interventions i.e. up gradation of conventional street light fixtures with LED street light fixtures. The operation and maintenance of the entire LED system with CCMS will be the responsibility of the empanelled firm for 10 years. The Gram Panchayat will repay the capital cost and other charges to the Manufacturer/Firm in form of EQI (Equal Quarterly Installments) on Quarterly basis. Further, the Firms have to quote the percentage of revenue sharing offered to the GPs through Energy Savings (minimum @ 20%).

In this context, NREDCAP, intends to support the initiative of the CPR & RD and willing to provide technical support to CPR&RD in BMC (Bid Management Consultancy) and PMC (Project Management Consultancy) Services to facilitate the process of E-procurement for identification of Vendors for Survey, Supply, Installation, Testing, and Commissioning of Energy Efficient LED Street Lights with

Fixtures to the specified Gram Panchayats in Andhra Pradesh (including Warranty, Service & Maintenance for 10 Years)

In this context, the Commissioner, PR&RD signed an Memorandum Of Understanding With Vice Chairman & Managing Director of New & Renewable Energy Development Corporation of A.P. (NREDCAP) to float EOI cum RFP tender as prepared by CPR & RD and provide BMC and PMC Services for this LED Street Lighting Project. **NREDCAP will charge 3.5% towards the expenditure of BMC, PMC and 1.5% towards the maintenance of SMART Center.**

1. In this Expression of Interest (EOI) document, Bids are invited for Survey, Supply, Installation, Testing, Commissioning and of Energy Efficient Led Street Lights with Fixtures to the Gram Panchayats in Andhra Pradesh (including Warranty, Service & Maintenance for 10 Years) with payment on fixed EQI on Quarterly terms as described in the Section V-Schedule of Requirements from the eligible LED manufacturers or ESCO companies or Manufacturer authorized firms. The details of bidding conditions and other terms can be downloaded from the website **www.nredcap.in**.
2. The bidders need to submit the required documents as per the Check list given in Annexure XIV. Such documents pertaining to technical bid need to be attached to the tender while submitting the bids physically. The attested copies (Hard Copies) of all these documents of technical bid, signed undertaking of tenderer including EMD should be submitted to VC& Managing Director, NREDCAP.
3. a)The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements (Section –V), in the form of Demand Draft drawn in favor of VC& Managing Director, NREDCAP, Hyderabad.
b) Further the bidder/s shall furnish, as part of it bid, the Bid security for the amounts specified in the Schedule of Requirements (Section –V) to be paid in the form of an unconditional and irrevocable Bank Guarantee issued by any Scheduled Commercial Bank in the standard format as shown in the Tender Schedule or a crossed Demand Draft drawn in favor of Commissioner, PR&RD, A.P. along with bids.

c) VC& Managing Director, NREDCAP will not accept the tenders from blacklisted companies or undependable suppliers, whose past performance was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of Sub-Standard Quality/Poor Service of Equipment supplies, as defined in the other parts of the Bidding document.

Tender Process Flow: This is a Hybrid model of PPP project which involves the following steps.

1. Calling of EOI by New & Renewable Energy Development Corporation Of A.P. (NREDCAP)
2. Receiving of proposals.
3. Evaluation of bids " Technical and Financial capacity of the bidders for Empanelling" .
4. Opening of District wise Financial Bids and Evaluation (Firm offering towards revenue sharing to G.P)
5. Successful Bidder to Enter into Tri-Partite Agreement with CPR&RD and VC & MD,NREDCAP.
6. Implementation of the project.

7. The maintenance of LED lights for the next 10 years.(NREDCAP will supervise the implementation and maintenance for 10 Years).

EOI : The purpose of inviting EOI is to empanel the bidders for taking up the LED street lighting in GP's and assigning the bidders to the districts for retrofitting of the existing street lights with energy efficient LED's in the GP's. The bidder has to mention the district of interest for execution of the LED project and also accept the proposal of minimum 20% saving to the GP. However the allocation of the locations will be the discretion of CPR&RD/VC& MD,NREDCAP.

Primary data collection: GP will share the existing inventory through their resolution and Bidder should submit the report based on the physical site survey along with deputed officials for the details of street light from Gram Panchayat like ward wise/feeder wise street lights details, category of lights, wattage of lights, pole heights, span length, earthing, arm or bracket details, electricity bill or consumption, metered & unmetered lighting details, Junction Boxes,working hours etc. prior to implementation of the project along with the Geo tagging data which is assigned to M/s Blue frog Mobile Technologies Pvt.Ltd. Bidder has to co-ordinate with M/s Blue Frog on the same.

Secondary data collection: During the implementation bidder has to observe & measure the electrical parameters like voltage, current, PF, power consumption and also the variation in numbers of lamps. It is to be verified by both Officials & Bidders in consultation with the officials of NREDCAP/ Agency appointed by NREDCAP.

Lux Measurement: Performance of the lights is to be measured by lux measurement. The lux level will depend upon certain parameter like Road width, Pole to pole distance, Height of Pole, arm angle etc. in current condition all the parameter except Lamp wattage are fixed. It is difficult to match the actual BIS. So we require equal lumen output as compared to the existing lamp. So lux measurement is not important. So service Provider or Bidder has to take lux level of limited lamps only.

Demonstration: The bidder /service provider has to demonstrate the energy saving in SMART center established by NREDCAP in Amaravati during the data revalidation through replacement of existing lights with LED lights. The difference between the power consumption will be the energy saving.

- For the replacements the following will be undertaken
- Determination of Electrical parameter like voltage, Power factor, harmonics etc. of the existing fixture in the designated area.
- Determination of lux output at road level as per specified methodology of National Lighting Code (NLC).
- Determination of lumen output of the existing fixture based on manufactures data.
- Replacement of existing conventional street lights with LED fixture matching the lumen output of the existing and/or the lux level at the road. The tentative replacement Standards are mentioned as below.

Sl.No.	Existing Fixture	Replacement Fixture
1	40W	24W Led
2	20W CFL	24W LED
3	70W SV/MV Lamp	32 W LED
4	150W SV/MV Lamp	75 W LED
5	250 W SV/MV Lamp	2 X 75 W LED
6	400 W SV/MV Lamp	3X 75 W LED

As per the Guidelines given by PR&RD and the data available on existing conventional street light wattages, 90% of the lights are below 40Watts and only 10% are above 40 Watts, i.e 90:10 ratio. The data of both existing & new LED lights of the designated will be collected. The data will be such that it provides the consumption of electricity by existing fixture & that by LED fixtures.

- Energy saving will be recorded as mentioned Below.

Sl.No.	Replaced Fixture	Deemed Savings
1	24W LED	24
2	32W LED	48
4	75 W LED	90

- (i). Report Preparation & Submission: Based on the above findings Bidder will prepare report and suggest the suitable wattage of LED with CCMS for further technical evaluation by PR&RD & NREDCAP. Bidder has to submit the complete implementation plan after receiving the LOA.

MOU with CPR&RD on the Locations/district and Implementation :

- Tri-Partite agreement has to be signed by the Successful Bidder with VC&MD, NREDCAP and Commissioner, PR& RD. After signing of agreement bidder has to start immediate replacement of conventional lamp with LED lamp along with Central control and Monitoring system (CCMS) which was already finalized by NREDCAP.
- The supply installations testing commissioning all are to be performed by successful bidder for all luminary. The LED luminaries will be equivalent lumen/watt as compare to new existing conventional lamp.
- Bidder should open the site office at district head quarters for smooth execution of the project.
- All the machineries & equipment is required for implementation of the project is to be arranged & expense is to be borne by bidders and DPO of PRRD will provide authorization & necessary clearance & permission if required. One personal need to be deputed at DPO/DM, NREDCAP Office for the day to day operations during the implementation.
- The additional related work like circuit wiring, pole replacement, etc. which are related to project execution may be attended by bidder on the mutually agreed terms with GP. NREDCAP will not take any responsibility on the same.
- The quality of luminaries will be maintained by Bidder. They have to use only luminaries who has technically approved as per given technical specification in EOI document. The samples of the same need to be submitted at SMART center.
- During project execution bidder has to follows the all necessary safety & security guidelines issued by GP or as per standard engineering practice for implementation.

- h) The existing conventional street lights after replacement will have to be accounted and handed over to the GP.

10 YEARS OF MAINTANANCE - AFTER LED IMPLEMENTATION:

- a) Repairs & Maintenance of installed fixtures up to the project completion period.
- b) The bidder has to take a responsibility of the repair & maintenance of all the installed new LED fixtures & system during the project period. The fixture repairing will be done by free of cost. GP will not provide any manpower support for the above task.
- c) The bidder should maintain spare stock which is 5% of the total quantities supplied in the local site office for maintenance purpose.
- d) Bidder should attend the failure/ problem of installed system within a specified time, any delay by bidder for attending the problems will be panelized by GP. (section II clause 37)
- e) Bidder has to maintain necessary machineries & equipment in site which is required for maintenance activity.
- f) The quality of spares of new fixture should as per earlier installed fixture or system.
- g) After completion of project period bidder should ensure the availability of spares.

4. Period of Delivery: The following will be the time line for the above task:

Sl. No	Activity	Time Period
1	Completion of preliminary Survey after award of LOA	Within 7 days and it will be continuous process for all the allotted locations
2	Installation of LED lights along with CCMS after removing old fixtures.	Within 7 days from the submission of the Preliminary Report pertaining to that Location
3	Repair & Maintenance will be up to	Project Period of 10 years after implementation.

5. Bidders eligibility and qualifications: Defined at Clause 13 of Instructions to Bidders (Section II) and Qualification Criteria (Section-VI)

6. Details of Tender Process: EOI

1	Downloading of documents	From 29-08-2017 and the document will be available till the saturation of locations in Six Districts.
2	Process of Apply	Bidder has to submit the relevant documents mentioned in the Tender schedule on any working day.
3	Evaluation Process	NREDCAP will evaluate the merits of the bidders documents and will award the LOA as per the terms & Conditions mentioned in the tender.

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.

7. Procedure for Bid Submission

- a. The Tenderers/Bidders who are desirous of participating shall submit their Technical bids, area of interested districts for implementation etc., in the Standard formats prescribed in the Tender documents along with EMD & Processing Fees.
- b. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- c. The hard copies of all the documents related to the bid to be attested properly.
- d. The Department shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
- e. The Department will not hold any risk and responsibility for the loss in transit during of the document and any other problem(s) encountered by the Tenderers while submitting his bids .

8. Important Instructions to the Bidders:

- A. Quality of Supplied Equipment throughout its life cycle period, timely supplies and prompt maintenance support during the maintenance period (as mentioned in the Technical Specifications) without default are being given paramount importance by the Department. The Department will be dealing with the defaulters with firm hand, which may lead to blacklisting for a specified period in addition to levying penalties.
- B. In case of complaints on the quality and poor maintenance support of the products supplied, bills will be withheld till receipt of satisfactory reports. Further:
 - If one item of any Supplier is found of 'Sub-Standard Quality' during the Contract period, then that particular item will be blacklisted for a period of (3) three years immediately succeeding the Contract year.
 - If two items of any Supplier are found of 'Sub-standard Quality' during the Contract period, then Supplier will be blacklisted for a period of (5) Five years immediately succeeding the Contract year
- C. The Department will blacklist the supplier, who is declared as 'Undependable for two (2) items or in two (2) instances during the Contract period, for a period of Ten years immediately succeeding the Contract year apart from taking other penal actions under the Contract.
- D. The decision of the VC & Managing Director, NREDCAP or any officer authorized by him in respect of the quality of the supplied Equipment and other goods etc., shall be final and binding.
- E. No claims shall be allowed against VC & Managing Director, NREDCAP in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.
- F. Savings Clause: No suit, prosecution or any legal proceedings shall lie against VC & Managing Director, NREDCAP or Gram Panchayat for anything, which is done in good faith or intended to be done in pursuance of bid.

9. Terms of Reference:

- 1) There will be no upfront (down payment) by the Gram Panchayat.
- 2) The firms which will be empanelled have to invest the entire capital Cost and material procurement and installation of LED's along with CCMS which was already finalized by NREDCAP.
- 3) The repayment would be on EQI method (Quarterly terms).
- 4) The repayment will be made by the GPs from out of the savings mentioned above and this will be ensured by CPR&RD.
- 5) Upto 75% of the savings from electricity consumption charges will be paid as EQI. Out of the balance of 25% savings 20% will be shared as net savings for the GP and the balance 5% will be towards the service charges to NREDCAP and maintenance of SMART center. Bidder has to give the acceptance for the same in the EOI (Section X –Revenue sharing acceptance form)
- 6) The bidder has to quote the percentage of energy savings payable to the GP's to the extent of 20% or more.
- 7) The operation and maintenance of the entire LED system with CCMS will be the responsibility of the empanelled firm for 10 years from the date of implementation / commissioning. The date of implementation will be calculated from the date of recognition of LED street light through CCMS to SMART center.
- 8) The CPR&RD will enter into agreement on behalf of the gram Panchayat on taking Gram Panchayats consent in the form of resolutions. District Panchayat Officer/CPR&RD will oversee its implementation.
- 9) The existing conventional street lights after replacement with LEDs have to be safely handed over to the respective GPs.

10. ROLE OF NREDCAP

- NREDCAP, intends to support the initiative of the CPR&RD and will provide technical support to CPR&RD in BMC(Bid Management Consultancy) and PMC(Project Management Consultancy) Services to facilitate the process of E-procurement for identification of Vendors for Survey, Supply, Installation, Testing, and Commissioning of Energy Efficient LED Street Lights with Fixtures to the Gram Panchayats in Andhra Pradesh (including Warranty, Service & Maintenance for 10 Years). The support will be as under:
- The Bid Management Consultancy (BMC) –NREDCAP shall float tenders on behalf of CPR&RD as per the Bid document. The total process include Publishing Notification, Invitation of Bids for the empanelment, tender opening, technical evaluation, product demonstration, Evaluation of Financial Bids, Short listing of LED firms district wise and reporting to CPR&RD, awarding of LOA, Preparing of Reporting templates of survey and scrutiny, , Tripartite Agreement between CPR&RD and Firms and any other related work as per rules in vogue.
- The Project Management Consultancy (PMC) – NREDCAP through its field infrastructure shall continuously monitor the project during execution wherein the Field issues like Earthing, separate wiring, meters installation, quality issues in installed wattage and illumination levels, additional works in extraordinary cases etc. that may crop up as per the site conditions shall be attended and addressed accordingly.
- Further apart from execution issues, the NREDCAP shall also act as 3rd party agency for random physical verification of quality of LED inventory, working of CCMS and periodic checks in illuminations/lux levels for ensuring the required standards (at least 5% of the inventory has to

be cross verified at regular intervals) through the field staff of NREDCAP or any agency assigned by NREDCAP.

- NREDCAP shall continuously monitor the project during and after LED street light execution in 10 Years of Operation and Maintenance period duly coordinating with field functionaries of PR&RD.

11.1 Periodical Reporting Systems: Regular information flow and reporting system of the project status and schedules from time to time will be generated from SMART center.

SECTION - II : INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Source of funds:

Centralized Payment from CPR&RD from GP General Funds which includes taxes , non taxes, Government Grants (XIV Finance Commission grants)

2. Eligible Bidder

2.1 This invitation for Bids is open to all Manufacturers or ESCO Companies / authorized Firms, who fulfill the eligibility criteria mentioned .

3. Eligible Goods and services

3.1 All goods and ancillary services to be supplied under the contract shall have their origin in eligible source country. The goods shall meet the requirements as specified in the Technical Specifications. And meet the eligibility criteria as given at Clause 14 of Instructions to Bidders (ITB).

3.2. For purpose of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced, through manufacturing processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of bidding.

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the VC& Managing director here in after referred to as " the purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders;
- (b) General conditions of contract;
- (c) Special conditions of contract;
- (d) Schedule of requirements;
- (e) Technical specifications;
- (f) Bid form and price schedules;
- (g) Bid security form;
- (h) Performance statement form.
- (i) Manufacturer's Authorization
- (j) Declaration Form
- (k) Check List of the documents uploaded as part of the bid

5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Bidder has to submit all the relevant technical documentation to substantiate the solution/Products offered. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of its bid.

6. Clarification of bidding documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchasers mailing address indicated in the Invitation for bids. The purchaser will respond in writing to any request for clarification of the Bidding documents.

7. Amendment of bidding documents

7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment.

7.2 The amendment will be notified on NREDCAP website.

C. Preparation of Bids

8. Language of Bid

- 8.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents comprising the bid

- 9.1 The bid prepared by the bidder shall comprise the following components:

1. Pre-Qualification & Technical Bid:

- (a) A Bid form completed in accordance with clause 10
- (b) Documentary evidence established in accordance with clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services conform to the Bidding Documents; and
- (d) Bid security furnished in accordance with clause 15.

10. Bid Form

- 10.1 The Bidder shall complete the bid form provided in the Bidding documents, indicating for the goods to be supplied, brief description of the goods, their country of origin and quantity and other declaration statements.

11. Bid prices.

- 11.1 The Bidder should accept the appropriate revenue sharing to the Gram Panchayat to the extent of minimum revenue sharing of 10% on conventional CC charges (which is equivalent to 20% of the Savings) in (Section X – Revenue sharing acceptance form in EOI)

Financial Proposal should be worked duly considering the following :

The bidder shall duly workout the costing including all the goods, quoted ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes including transportation, installation, commissioning at site and all incidental charges associated with the contract based on the base line survey.

All the costs associated with the assignment like personnel, accommodation, logistic cost, Survey/ Data Revalidation, Supply, Installation, Testing, Commissioning & Maintenance of LED Street Light Fixtures and Inspection agency NREDCAP charges (Service Charges minimum @ 5% and Cost Towards the CCMS for 5KVA Single Phase which is capable of handling a min of 50-70 lights is

Rs.442/- and OPEX of Rs.8.45 after three years per Pole) to the project period and Related Work & other administrative job etc. is under the scope of the bidder and his final financial proposal shall be in terms of saving percentage offered to the GP. Nowhere the prices /capital costs associated/incurred for the above shall be mentioned in EOI. The connections to SMART center from CCMS Junction Box to SMART Center and maintenance of the Junction Box including the SMART center is scope of CCMS/SMART Center vendor.

11.3 The offered savings percentage quoted in the financial proposal shall be without any condition attached or subjected to any assumption and shall be final and binding. In case any assumption or condition is indicated in the financial proposal, it shall be considered non-responsive and liable to be rejected.

11.4 Fixed Revenue Sharing Percentage : Savings percentage quoted by the bidder shall be fixed during the Bidder's performance of the contract and not subject to variation except for any Statutory changes in respect of local taxes. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 24.

The financial proposal shall take into account all expenses and taxes & duties. For the avoidance of doubt, it is clarified that all taxes including GST shall be deemed to be included in the cost of service. Further all payment shall be subjected to deduction of taxes at source as per applicable laws. No other payment will be made to the bidder except as quoted in the offer & agreed by VC & managing Director through LOA / contract agreement.

12. Bid currencies : INR

13. Documents Establishing Bidder's Eligibility and Qualifications.

13.1 Pursuant to clause 9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the purchaser's satisfaction that the bidder, at the time of submission of the bid, is an eligible bidder as defined under clause 2.

13.3 The documentary evidence of the Bidders qualifications to perform the contract if its bid is accepted, shall establish to the purchaser satisfaction;

(a) That, in the case of bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section XII) by the goods manufacturer or producer to supply the goods in India.

(i) the legal status, place of registration and principle place of business of the company or firm or partnership etc.

(ii) Details of experience and past performance of the bidder on specified item offered in the bid and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Proforma given in section XI);

(iii) Copy of the GST Registration and Details of IT- PAN / TIN copies

(iv) The details in compliance to the Qualification Criteria (Section VI).

13.4 The check list for the details of documents to be submitted is given at Annexure XIV

14) Documents Establishing Goods Eligibility and conformity to bidding documents.

14.1 Pursuant to clause 9 the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding document of all goods and services which the bidder proposes to supply under the contract.

14.2 The documentary evidence of the goods and services eligibility shall consist and of statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data, and shall furnish:

- a) a detailed description of the goods essential technical and performance characteristics of the goods.
- b) A clause by clause commentary on the purchaser technical specifications demonstrating the goods and services substantial responsiveness to those specifications or statement of deviations and exceptions of the Technical specifications.

14.4 For purpose of the commentary to be furnished pursuant to clause 14.3 above, the bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand name and / or catalogue numbers in its bid, provided that it demonstrates to the purchasers satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical specifications.

15. Bid security

15.1 Pursuant to Clause 9, the Bidder shall furnish, as part of it bid, the Bid security for the amounts specified in the Invitation for Bids (Section -1)

15.2 The bid security is required to protect the purchaser against risk of bidders conduct which would warrant the security forfeiture and Blacklisting the Bidder for a minimum of 5 years, pursuant to clause 15.7

15.3 The bid security shall be in Indian Rupees and shall be in one of the following forms:

- (a) A bank guarantee issued by scheduled commercial bank located in India acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser and valid for 45 days beyond the validity of the bid; or
- (b) A Demand Draft/Pay Order in favor of VC& Managing Director, NREDCAP payable at Hyderabad.

- 15.4 Any bid not secured in accordance with Para 15.1 and 15.3 above will be rejected by the purchaser as non-responsive pursuant to clause 24.
- 15.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser pursuant to clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the contract.
- 15.7 The bid security may be forfeited;
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form ; or
 - (b) In case of successful Bidder, if the Bidder fails;
 - (i) to sign the contract in accordance with clause 34; or
 - (ii) to supply the material in time as scheduled and accepted in the contract
 - (c) If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.
16. Period of validity of Bids.
- 16.1 Bids shall remain valid for 180 days from the date of submission of documents by Bidder. A bid valid for shorter period may be rejected by the purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity the request and the responses thereto shall be made in writing (or by mail). The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security.
17. Format and signing of Bid.
- 17.1 The bid 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 latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamend printed literature, shall be initialed by the person or persons signing the bid.
- 17.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

18. **Sealing and Marking of bids:**

18.1 As described in the Invitation for Bids (Section –I). The hard copies of the bids in sealed covers must be received by the Purchaser at the address specified above .

18.2 The Bids shall be addressed to the purchaser at the following address:

*VC & MD, New & Renewable Energy Development Corporation Of A.P. (d)
5-8-207/2, PISGAH Complex, Nampally, Hyderabad 500 001.*

18.3 The Bids shall bear the name of the Expression Of Interest (EOI). The envelopes shall indicate the name and address of the Bidder.

18.4 If the envelope is not sealed and marked as required by Para 18.2 and 18.3 above, the purchaser will assume no responsibility for the bids misplacement .

19. **Deadline, for submission of bids:**

19.1 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 7, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. **Late Bids-** Deleted.

21. **Modification and Withdrawal of Bids:**

21.1 No bid may be modified subsequent to the submission of bids.

21.2 No bid may be withdrawn in the interval between submission and the expiration of the period of bid validity specified by the Bidder on the Bid form. Withdrawal of bid during this interval may result in the Bidders forfeiture of its bid security , pursuant to Clause 15.7

E. Bid Opening and Evaluation

22. Opening of Bids by Purchaser

22.1 The Purchaser/or his authorized representative will open the Pre Qualification And technical bids with in 2 working days after the receipt of the bids.

22.2 The Financial /Revenue sharing acceptance Bids of the Technically responsive bidder would be opened subsequently, once the technical evaluation is completed.

23. Clarification of Bids.

23.1 To assist in the examination, evaluation and comparison of bids the purchaser may at his discretion, ask the Bidder for clarification of his bid. The request for clarification and the response shall be in writing and no change in offer or substance of the bid shall be sought, offered or permitted.

24. Technical Evaluation (Preliminary Examination and Pre-Qualification)

24.1 The purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Prior to the financial evaluation, pursuant to clause 26, the purchaser will determine the responsiveness of each bid to the bidding documents. For purposes of these clauses, a responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.3 Further the purchaser will determine to his satisfaction whether the Bidder is qualified to satisfactorily perform the contract. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to clause 13 as well as such other information as the purchaser deems necessary and appropriate.

24.4 An affirmative determination will be prerequisite for the opening of the financial bids. A negative determination will result in rejection of the Bidder's bid.

24.5 A bid determined as not substantially responsive will be rejected by the purchaser.

24.6 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

25. Evaluation and comparison of Bids:

25.1 The Purchaser will evaluate bids determined to be substantially responsive, pursuant to clause 24 for each schedule separately.

25.2 The purchasers evaluation of a bid will take into account the % revenue sharing in energy savings which was calculated in consideration of their costing (ex-factory/ex-warehouse/off-the-shelf price) of the goods offered from within India, such offer in EOI to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, on the finished goods and cost of incidental services required. The following costs to the extent specified:

- a. Cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
- b. The availability in India (Preferably in Andhra Pradesh) of spare parts and after-sales services for the equipment offered in the bid. To this extent the bidders shall give:
 - An Undertaking for the uninterrupted supply of adequate spares for at least a period of 2 years after project period shall be furnished.
 - An Undertaking Availability/ establishment of after sales service facility at least in Andhra Pradesh and also one in District Headquarters to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished with their bid.
 - List of fast moving spares if any and its selling price should also be enclosed for prompt replacement wherever required. List of accessories which are recommended to be purchased separately for each item should be clearly mentioned in the offer.
 - The firm should maintain a rolling stock of 5% at any point of time during maintenance period. Service centers should be located at least at District Head Quarters so that the repairs and replacements happen within 72 hours.
 - The firm should establish a call center for prompt service. Repairs should be attended and should be rectified within 72 hours. Wherever repairs could not be taken up within 72 hours the firm should arrange a new piece of item from the rolling stock.

26. Financial Proposals of only such bidder will be considered whose offers have been declared Technically Responsive. The Financial Proposals of Technically Responsive Bidders will be considered for further evaluation. Financial proposal should be un-conditional, failing which the bid shall be summarily rejected. Bidder, who is technically suitable and follows:

- i. Providing luminaries conforming to or better the technical specification as given in EOI.
- ii. Fix R&M support of installed system for the entire project period.
- iii. Fix the replacement warranty of installed Luminaries along with CCMS for technical defects up to Ten years.

27. Contacting the purchaser:
- 27.1 Subject to clause 23, no Bidder shall contact the purchaser on any matter relating to the bid, from the time of the bid opening to the time, the contract is awarded.
- 27.2 Any effort by a Bidder to influence the Purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

F. Award of LOA(Letter of Acceptance)

28. Post – Qualification Not Applicable
29. Award Criteria – LOA
1. Subject to clause 32, the purchaser will award the LOA to the empanelled Bidder whose bid has been determined to be substantially responsive and has been determined as the Highest in terms of technical and accepting the revenue sharing to the GP's will be determined to be qualified to perform the baseline survey based on their area of interested districts or the locations assigned based on the discretion of CPR&RD,VC & MD, NREDCAP for implementation.
2. The bidder will enter in to a Tripartite agreement as per the Tender Document.
30. Purchaser's right to vary quantities based on the survey at Time of Agreement
The purchaser reserves the right, at the time of award of agreement to increase or decrease to any extent of the quantity of goods and services specified in the schedule of requirements without any change in price or other terms and conditions.
31. Purchaser's right to accept any Bid and to reject any or all Bids.
1. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without there by incurring any liabilities to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
2. Prior to the expiry of the period of the bid validity, the purchaser will notify the successful Bidder in writing by registered letter or cable or telex, duly confirming that the bid has been accepted.
3. The notification of award will constitute the formation of the contract.
4. Upon the successful Bidder's furnishing of performance security, pursuant to clause 34, the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to clause 15.
32. –Deleted–
33. Signing of contract
- 33.1 Within 10 days of receipt of the notification of award the successful Bidder shall sign the contract.
34. Performance Security—
- 34.1 The EMD of the Successful bidder will be converted as Security deposit. If vendor completes a minimum 10000 lights as per the scheduled time lines the bid security will be returned by

taking into consideration that Capital Expenditure made by the bidder will be treated as Security.

- 34.2 Failure of the successful Bidder to comply with the requirement of clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

35 Fraud and corruption

It is the purchaser's policy that requires that the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (v) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (vi) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (vii) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause 36.2 (d) below.

35. The purchaser may, without prejudice to other terms of the bidding:

- a) will reject a proposal for award if it determines that the bidder considered for
- b) award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- d) will sanction a firm or individual, including declaring 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, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the Purchaser.

37. PENALTIES

37.1 EMPANELLED AGENCY is required to maintain a minimum uptime of retrofit luminaries of 95% excluding the period of non-availability of power supply. The following will be the performance requirement for replacement that EMPANELLED AGENCY agrees under TA:

- (a) To replace the defective/ non burning LED lights within 72hours of the reported failure. Starting of failure period for record will be based on the report from CCMS system. The connections to SMART center from CCMS Junction Box to SMART Center and maintenance of the Junction Box including the SMART center is scope of CCMS/SMART Center vendor. Any Failure in CCMS is on to CCMS Vendor and LED Vendor will not be penalized for the same and will get the payment for their services.
- (b) Penalty for non-fulfillment after 72 Hrs is reckoned as follows. *Penalty= [(wattage of defective LED lights) X 11 hours X no. of days of default beyond 72 hours X tariff]*
- (c) To keep adequate quantities of spare LED lights in order to enable speedy replacement.

37.2 In case of default by EMPANELLED AGENCY on any of the above, including maintaining uptime of lights of 95%, a penalty equivalent to 2 times the monetized value of energy savings from the defective/ non burning lamps

will be deducted from EMPANELLED AGENCY half yearly payment. The penalty will be reckoned as follows:

$$\text{Penalty} = 2 [(wattage \text{ of defective LED lights}) \times 11 \text{ hours} \times \text{no. of days of default beyond 72 hours} \times \text{tariff}]$$

37.3. EMPANELLED AGENCY agrees a minimum of 50 % energy saving with baseline of existing energy consumption of conventional street light fixture assuming 100 % fixtures will be in service. However EMPANELLED AGENCY fails to prove 50 % energy saving as above during the verification by NREDCAP, EMPANELLED AGENCY shall be entitled for penalty for percentage energy reduced below 50, multiplied with prevailing Tariff.

Other Conditions:

1. The Commissioner, PR&RD, Andhra Pradesh., or officers authorized by NREDCAP reserves the right to inspect the manufacturing / other premises of supplier and his principal/s during the EOI& RFP process or before supply or before payment in order to satisfy that the supply is as per the quality and specifications of item indicated in this IFB.
2. The Bidder will have to give a presentation about his organizational structure; past experiences in the relevant field (Street furniture), technical specification of his product (Brackets , LEDs) and a conceptual report how it visualizes the introduction of its product in the Gram Panchayat along with the Product demonstration presentation about the details of item being supplied to the Officers of Commissioner, PR&RD, Andhra Pradesh and NREDCAP.

3. The end users of the items are the Gram Panchayats (GPs), which are located in all the districts and Mandals of the state. In order to meet the GPs specific needs Commissioner, PR&RD, Andhra Pradesh, reserves the right to award the work order either in part or full to the firm. In such cases the VC & Managing Director,NREDCAP reserves the right to empanel more number of firms for the same district, also to facilitate such firms agree to the conditions of EOI .The VC & Managing Director,NREDCAP, at the sole discretion and without assigning any reason there of, reserves the right to accept/reject any or all schedules at any stage of the EOI process.
4. EOI can be rejected at any stage of the procurement process, if it comes to knowledge that any offerer is involved in any fraudulent practice or misrepresentation of the facts or tried to influence the selection process or indulged in any corrupt activities in competing with others.
5. EMPANELLED AGENCY assures a minimum energy savings of 50% from the existing energy consumption. This reduction of energy consumption will be verified by an NREDCAP for the entire contract period and cost of service charges @5% which was finalized by CPR&RD towards the same has to be incorporated in the Financial/Revenue sharing bid. The payment towards the agency (NREDCAP) should be borne by Empanelled agency through ESCROW Method.(The payment to Empanelled agency will be through Payment Gate way and the charges to NREDCAP will be deducted at source based on ESCROW Method).

SECTION – III : GENERAL CONDITIONS OF CONTRACT

- 1.1 In this contract, the following terms shall be interpreted as indicated;
- (a) “The contract” means the agreement entered into between the purchaser, CPR&RD and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by references therein.
 - (b) “The contract Price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations .
 - (c) “The Goods” means all the equipment and / or other materials which the supplier is required to supply to the purchaser under the contract.
 - (d) “Services” means services ancillary to the supply of the goods, such as transportation, insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract.
 - (e) “An undependable Supplier/s’ under contract means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays with liquidated damages
 - (f) “The Purchaser or Department” means the purchasing agency (NREDCAP in this case) and Commissioner, PR&RD,
 - (g) “The Supplier” means the individual or firm supplying the goods under this contract.
 - (h) “The Government” means the Government of Andhra Pradesh or its authorized representatives
 - (i) “The Project Site”, where applicable means the place or places named in Schedule of Requirements i.e., respective Gram Panchayat Offices located in Andhra Pradesh State.
 - (j) “The End-User” means the authorized user i.e., the Gram Panchayat
 - (k) “Day” means calendar day
 - (l) “Delivery period” means the period applicable up to completion of supply, Installation and testing of the equipment and the training of the staff on the equipment, by the supplier at the Project site and accepted by the Purchaser or his representative
- 2.1. These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
3. Standards
The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and when no applicable standard is mentioned the authoritative standard appropriate to the goods country of origin shall be followed and such standard shall be the latest issued by the concerned institution.
4. Use of contract documents and Information
- 4.1. The supplier shall not without the purchaser’s prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2. The supplier shall not, without the purchasers prior written consent make use of any document or information enumerated in para 5.1 except for purposes of performing the contract.

- 4.3. Any document other than the contract itself enumerated in para 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.
5. Patent Rights
The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark for industrial design rights arising from use of the goods or any part thereof in India..
6. Performance Security— Explained above.
- 6.1. The security deposit will be discharged by the Purchaser and returned to the supplier as mentioned above on the completion of the supplier's performance obligations during Implementation.
7. Deleted
8. Inspections and Tests.
- 8.1 The purchaser or his representatives shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted in the premises of the supplier or its subcontractor(s) at point of delivery and/ or at the goods final destination. Where conducted on the premises of the supplier or its subcontractor(s) all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the purchaser.
- 8.4 The purchasers right to inspect, test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.
- 8.5 Nothing in clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriated the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Notification of Award.

11. Insurance

The goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and implementation in the manner specified in the special conditions of contract and the cost need to be borne by the Bidder.

12. Transportation

12.1 The supplier is required to deliver the goods to the destinations specified in the contract and the cost thereof shall be included in the contract price.

12.2 The transportation of the Goods after the delivery at the final destination shall be the responsibility of the Purchaser.

12 Incidental services.

13.1 The supplier is required to provide the following services, including additional services, if any, specified in SCC:

- (a) Performance of the on-site assembly and start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and maintenance of the supplied Goods;

14 Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

15 Performance of maintenance and repair of the supplied Goods, for the period of durability (as specified in Technical Specifications) is to be provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and training of the users and maintenance personnel, in operation, maintenance and repair of the supplied Goods.

16 Warranty: As applicable

- 16.1 The Supplier warrants that all the Goods are new, unused, and 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 supplier further warrants that the goods supplied under this contract shall have no defect arising from design materials or workmanship (except insofar as the design or material is required by the purchasers specifications) or from any act or omission the supplied goods in conditions obtaining in the country of final destination.
- 16.2 This warranty shall remain valid for the project period of 10 years after implementation. The warranty period starts from date of commissioning and recognition after installation through CCMS to SMART Center by the firm.
- 16.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 16.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts
- 16.5 If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the suppliers risk and expenses and without prejudices to any other right which the purchaser may have against the supplier under the contract.

17 Payment

- 17.1 NREDCAP will ensure the payments to EMPANELLED AGENCY.

(a) Payment to the bidder will be calculated as per revenue sharing to GP's and will be made on Quarterly terms.

(b) The power savings due to non-availability of power supply cannot be considered for calculation of energy savings, this will be taken from CCMS Data.

I The payment to NREDCAP @ 5% is the responsibility of the successful bidder through similar ESCROW method of payment as mentioned in Point No:5 in Other conditions.

- 17.2 The Suppliers request (s) for payment shall be made to the purchaser in writing accompanied by an invoice describing as appropriate the goods delivered and the services performed and by shipping document, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 17.3 Payment shall be made in Indian Rupees.

18 Prices

- 18.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not with the exception of any price adjustments authorized by the special conditions of contract, vary from the financial proposal quoted by the supplier in its bid.

19 Change Orders

- 19.1 The Purchaser may at any time by written orders given to the supplier pursuant to clause 31 , make changes within the general scope of the contract in any one or more of the following;
- (a) drawings, designs or specifications, where goods to be furnishing under the contract are to be specifically manufactured for the purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier;
- 20 If any such changes causes an increase or decrease in the cost of or the time required for the suppliers performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the suppliers receipt of the purchasers change order.

21 Contract Amendments

Subject to clause 18, no variation in an modification of the terms of the contract shall be made except by written amendment signed by the parties .

22 Assignment

The supplier shall not assign in whole or in part, its obligations to perform under the contract, except with the purchasers prior written consent.

23 Sub-contracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

24 Delays in the suppliers performance

- 23.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.
- 23.2 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable for any or all of the following; i.e. forfeiture of its performance security, imposition of liquidation damages and or termination of the contract for default.
- 23.3 If at any time during the performance of the contract, the supplier or its subcontractor (s) should encounter performance of the services the supplier shall promptly notify the purchaser in writing of the fact of the delay its likely duration and its causes. As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

24. Liquidated Damages

Subject to clause 25, if the supplier fails to deliver any or all of the goods within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, an amount as specified in the SCC for the period of delay, until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

25. Termination for Default

25.1 The purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, terminate the contract in whole or part:

- (a) if the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the purchaser pursuant to clause 22;
or
- (b) if the supplier fails to perform any other obligations under the contract.

25.2 In the event the purchaser terminates the contract in whole or in part, 24.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

26. Force Majeure

26.1 Notwithstanding the provisions of clauses 22,23,24, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause “ Force Majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.

26.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency.

The purchaser may at any time terminate the contract by giving written notice by mentioning the reason to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

28. Termination for convenience.

28.1 The purchaser, may by written notice sent to the supplier terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

28.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt for notice of termination shall be purchased by the purchaser and the contract terms and prices. For the remaining goods the purchaser may elect.

a) to have completed and delivered at the contract terms and prices; and / or

b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

29. Resolution of Disputes

29.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

29.2 If after thirty (30) days from the commencement of such informal negotiations the purchaser and the supplier have been unable to resolve amicably contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the special conditions of contract. These mechanisms may include but are not limited to conciliation, mediation by third party justification in an agreed national forum. The mechanism shall be specified in the special conditions of contract.

30. Governing Language

The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern

31. Applicable law

The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Hyderabad. In the event of Shifting of the Office of PR&RD from Hyderabad to any other place as decided by the Government Of Andhra Pradesh within the geographical limits of Andhra Pradesh state, the Commissioner, PR&RD, AP reserves the right to modify the jurisdiction of court of law.

32. Notices

Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

33. Taxes and duties

The rates quoted by the bidder shall be deemed to be inclusive of the sales and other taxes that the bidder will have to pay for the performance of this contract, at the prevailing rates notified by the Government. The purchaser will perform such duties in regard to the deduction of such taxes at source as per applicable law.

SECTION – IV: SPECIAL CONDITIONS OF CONTRACT

1. The following special conditions of contract shall supplement the general Conditions of contract. Whenever there is conflict, the provisions herein shall prevail over those of the general conditions of contract the corresponding clause number of the general conditions in parentheses.

2. Definitions (Clause I)

(a) The Purchaser is : VC& Managing Director, NREDCAP/ Gram Panchayat

(b) The Supplier is : -----

2. Country of origin:

All goods and related services to be supplied under the contract / agreement shall have their origin in India or any other country with which India has not banned trade relations.

Inspection and Tests

The following inspection procedures and tests are required by the Purchaser:

5.1 .The Supplier shall get each equipment inspected by a competent authority in manufacturer's works and also provide a guarantee/warranty certificate that the instrument conforms to all specifications contained in the contract.

5.2 .The *Purchaser* or its representative may inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

5.3 .However, on arrival of the equipment's at destinations, the purchaser or its representative shall have the right to inspect and/or test any or all the equipment's to confirm their conformity to the contract.

5.4 .If the equipment or its performance is not as per specified conditions, deficiency or replace the equipment (s) to the satisfaction of the purchasers representative.

6. Packing

The Supplier will be required to mark separate packages for each consignee on three sides with proper paint/indelible ink, the following:

(i). Name of the contract, (ii). Contract No., (iii). Country of origin of Goods, (iv). Supplier's Name and (v). Packing of list reference number.

7. Delivery and Documents

- (i) Three copies of the delivery challans showing Goods description, quantity
- (ii) Manufacture's/Supplier's Warranty and Factory Test certificate;
- (iii) Inspection Certificate issued by the nominated inspection agency, as applicable

8. Insurance

The Bidder shall insure all goods in transit and also should insure the product supplied till the project completion period. The period covered under project for all risks to the extent of value of goods specially mentioning that the claim amount under the policy shall be intimated to the Gram Panchayat and also to the Commissioner, PR&RD, Govt., of A.P, Hyderabad and NREDCAP. The Bidder shall bear the insurance charges for all risks for the goods for the period up to expiry of project period.

9. Spare parts:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables spares other spare parts and components promptly as quickly as possible but in any case within 72 hours of placement of order.

- 1. List of fast moving spares if any and its selling price should also be enclosed. List of accessories which are recommended to be purchased separately for each item should be clearly mentioned in the offer.
- 2. The firm should maintain a rolling stock of 5% at any point of time during warranty period. Service centers should be located at least at District Head Quarters so that the repairs and replacements happen within 72 hours.
- 3. The firm should establish a call center for prompt service. Repairs should be attended and should be rectified within 72 hours. Wherever repairs could not be taken up within 72 hours the firm should arrange a new piece of item from the rolling stock.

10. Warranty

- 10.1 In partial modification of the provisions, the warranty period shall be for Project period of 10 years after the commissioning and successfully tested and accepted by the Purchaser or its authorized representative. Upon receipt of such notice, the Supplier shall within 72 hours, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement.
- 10.2 If the supplier has not done repair/replacement within the time specified above the purchaser will assess the cost of having the repairs/replacements done and the supplier will pay this amount.

- 10.3 Overall an uptime guarantee of 95% shall be maintained out of total usage period of the equipment by the end users during the warranty and durability period(as mentioned in Technical Specifications).

11. Payment

Payment shall be made in Indian Rupees on receipt of the following Documents:

1. Reports generated from SMART Center through CCMS

In case of intentional delay in payment by CPR&RD to ESCROW account between PRRD & NREDCAP beyond 7 days of stipulated time, the Commissioner, PR&RD reserves the right to authorize any official to draw and pay the amount to NREDCAP from the PRRD funds.

12. Prices

Amounts payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

13. Liquidated Damages

13.1 For delays

The Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 5% of the delayed Goods or Services contract price. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.

13.2 For Short fall in Equipment Maintenance services

Any major repair intimated by the *Purchaser or the end-user* shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and repair the equipment to the satisfaction of the Purchaser or the End User. If it is not carried out even within 3 days, the Purchaser has a right to levy a penalty's mentioned in other conditions SCC, until the equipment is repaired and brought to the normal working condition to the satisfaction of the Purchaser. The Penalty amount need to be deposited immediately to NREDCAP and the any delay in the same will impact the Next Quarter Payment. The receipt of the same need to be informed by NREDCAP to SMART center for record purpose.

14. Resolution of Disputes

The dispute resolution mechanism to be applied pursuant to the General Conditions shall be as follows:

- a) In case of any dispute or difference arising out of the Agreement between the two parties

relating to any aspect of the agreement, the parties should attempt to settle the dispute through mutual and amicable discussions. If the dispute is not settled through such discussions, the matter shall be referred / settled as per provisions of Arbitration and Conciliation Act,1996.

- b) It is further to be agreed by both the parties that all differences and disputes if not resolved as above, shall be got remedied through the Court of Law of Andhra Pradesh jurisdiction only. In the event of Shifting of the Office of Commissioner, PR&RD from Hyderabad to any other place as decided by the Government within the geographical limits of Andhra Pradesh state, the Commissioner, PR&RD reserves the right to modify the jurisdiction of court of law.

15. Notices

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

Purchaser: New & Renewable Energy Development Corporation of AP Ltd
5-8-207/2, PISGAH Complex, Nampally, Hyderabad 500 001

Supplier: (To be filled in at the time of Contract Signature)

16. Actions Against the Misconduct of the Supplier

16.1 A Supplier found being supplied similar items with similar tender conditions to any other agency in the country during the validity of the contract with the VC & Managing Director, NREDCAP, at a rate lower than the rate at which they supplied under this tender, the difference amount is liable to be recovered apart from blacklisting the firm for a minimum period of 3 years. The Supplier should furnish undertaking (Annexure-XIII) that they will remit the differential cost, if they quote lower rate than the rate quoted to the VC & Managing Director, NREDCAP to any other agency or department or state, during the period of contract

16.2 Any substandard supplies without meeting the quality specifications made under the contract shall also entail blacklisting of the firm for a minimum period of five years for that particular product.

16.3 If the bidder fails to demonstrate on asked to do so, of the products quoted with their bid, without any valid or convincing reason to the satisfaction of the Purchaser, the bids for other items offered against the bid notice will not be considered and he may be debarred for a certain period as decided by the Purchaser.

17. Progress of Supply

Supplier shall intimate progress of supply, in writing, to the Purchaser as under :

- Qty. offered for inspection and date;
- Qty. accepted/rejected by inspecting agency and date;
- Qty. dispatched/delivered to consignees and date;
- Qty. where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed, on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract.

18. Other Conditions:

1. The Commissioner, PR&RD, Andhra Pradesh., or officers authorized by him reserves the right to inspect the manufacturing / other premises of supplier and his principal/s during the Tender process or before supply or before payment in order to satisfy that the supply is as per the quality and specifications of item indicated in this Tender.
2. The successful supplier will make a pre-delivery presentation about the details of item being supplied both to the Officers of Commissioner, PR&RD, Andhra Pradesh., and the DPOs of concerned Districts.
3. EOI can be rejected at any stage of the procurement process, if it comes to knowledge that any offerer is involved in any fraudulent practice or misrepresentation of the facts or tried to influence the selection process or indulged in any corrupt activities in competing with others.
4. The item shall be supplied to the Gram Panchayats .The offerer shall provide all information as per this Tender document. Commissioner, PR&RD, Andhra Pradesh., shall evaluate only those schedules that are received in the required format and are complete in all respects.

SECTION V

SCHEDULE OF REQUIREMENTS

Sl. No	Item name	Processing Fee in Rs.	EMD/Bid Security In Rs	Minimum Turnover per district in Rs. Crores
I	Survey, Supply, Installation, Testing Commissioning of Energy Efficient LED Street Lights (24 W,32W,75WLED fixtures) to Gram Panchayats in Andhra Pradesh (including Service & Maintenance for 10 Years) with payment on EQI Basis in Quarterly terms.	Rs.10,000/-Per District	5 lakhs per District	5.00

Note:1. Bid Validity is 180 days from the Submission of Bids.

Technical Specifications

General Information

TENTATIVE TECHNICAL SPECIFICATIONS

Brief description of luminaries,IP65,LEDmounting height and related Luminaries

Lighting energy efficiency is a function of both the light source (the light “bulb” or lamp) and the fixture, including necessary controls, power supplies, other electronics ,and optical elements. A luminaire is defined as a complete unit consisting of a lamp, together with the parts designed to distribute the light, to position and protect the lamp, and to connect the lamp to the power supply. Components that make up a luminaire include the reflector, the refractor, and the housing. These are important to ensure luminaire efficiency and cut off and glare control, to guarantee the right level of lighting while avoiding light pollution. The specification for selection of street lighting luminaries has been provided in IS 10322 Part-I to Part-V. Luminaires are classified in to three categories according to the degree of glare(BIS,1981) (their application is indicated in Table below):

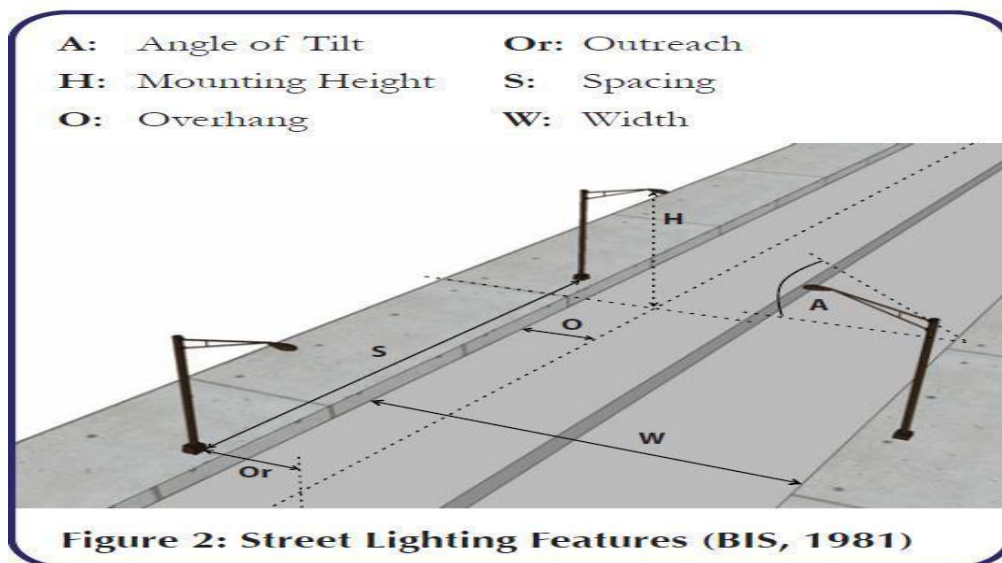
- **Cutoff luminaire: A:**
A luminaire whose light distribution is characterized by rapid reduction of luminous intensity in the region between about 80° and the horizontal. The direction of maximum intensity may vary but should be below 65°. The principal advantage of the cut-off system is the reduction of glare.
- **Semi-cut-off luminaire: B:**
A luminaire whose light distribution is characterized by a less severe reduction in the intensity in the region of 80° to 90°. The direction of maximum intensity may vary but should be below 75°. The principal advantage of the semi-cut off system is a greater flexibility in siting.

Group	Classification of Roads (BIS,1981) Description
A1	For very important routes with rapid and dense traffic where the only considerations are the safety and speed of the traffic and the comfort of drivers
A2	For main roads with considerable mixed traffic like main city streets, arterial roads, and thoroughfares
B1	For secondary roads with considerable traffic such as local traffic routes, and shopping streets
B2	For secondary roads with light traffic

Mounting Height of Luminaries (BIS , 1981)

Group	Recommended Mounting Height
A1	9 to 10 meters
B1	7.5 to 9 meters
Others(Roads bordered by trees)	Less than 7.5 meters

Recommended Levels of Illumination (BIS, 1981)				
Type of Road	Road Characteristics	Average Level of Illumination on Road Surface in Lux	Ratio of Minimum/Average Illumination	Type of Luminaire Preferred
A-1	Important traffic routes carrying fast traffic	30	0.4	Cut-off
A-2	Main roads carrying mixed traffic like city main roads/streets, arterial roads, throughways	15	0.4	Cut-off
B-1	Secondary roads with considerable traffic like local traffic routes, shopping streets	8	0.3	Cut-off or Semi- Cut-off
B-2	Secondary roads with light traffic	4	0.3	Cut-off or Semi- Cut-off



Type of Lamp	Luminous Efficacy (lm/W)	Color Rendering Properties	Lamp Life in Hrs.	Remarks
Light Emitting Diode(LED)	70-160 lm/W	Good	40000 – 90000	High energy savings, low maintenance, long life, no mercury. High investment cost, nascent technology

Overhang

- Overhang(seeFigure2above) is the horizontal distance between the center of a luminaire mounted on a bracket and the adjacent edge of a carriageway. In general, over hang should not exceed one-fourth of the mounting height to avoid reduced visibility of curbs, obstacles, and footpaths

Sitting of Luminaires

- Four fundamental types of sitting arrangements are recognized in street lighting(BIS, 1981).They are:
 - a) Single side arrangement where all the luminaires are on one side of the road. This is recommended only when the width of the road is equal to or less than the mounting height.
 - b) Staggered arrangement Where the luminaires are placed on either side of the road in a zigzag formation. This is recommended when the road width is 1 to 1.5 times that of the mounting height.
 - c) Opposite mounting Where the luminaires are situated on either side of the road opposite to one another. This is advisable for road widths more than 1.5 times that of the mounting height.
 - d) Axial mounting where the luminaires are placed along the axis of the road. This is recommended for narrow roads the width of which does not exceed the mounting height.

Operation & Maintenance

Energy consumption for street lighting can be reduced by incorporating good maintenance practices such as:

11 Replacing defective lamps, accessories, and wires

- Early rectification of cable faults
- Making sure that cables are joined properly
- Regular maintenance of service cabinet/fuse box to avoid loose connections

Regular cleaning of the luminaire cover to keep it free of dust/dirt and increase light output

A substantial amount of energy savings can be achieved by installing mechanical/electronic timers and/or daylight sensors for turning street lights on and off.

WHAT IS IP65 RATING?

The resistance offered by the fixture to the penetration of solids and liquids is indicated by the IP (Ingress Protection) rating. This is a 2 digit number, the first number identifies the degree of protection against the ingress of solids and the second number against liquids eg.IP65 indicates total protection against dust and protection against low jets of water.

FIRST DIGIT PROTECTION AGAINST SOLIDS		SECOND DIGIT PROTECTION AGAINST LIQUIDS	
	No Protection		No Protection
1	Protected against solid objects greater than 50mm (e.g. accidental contact with hand)	1	Protection against vertical water drops (e.g. condensation)
2	Protected against solid objects greater than 12mm (e.g. accidental contact with finger)	2	Protection against direct sprays of water, up to 15° from vertical
3	Protected against solid objects greater than 2.5mm (e.g. tools and wires)	3	Protection against direct sprays of water up to 60° from vertical
4	Protected against solid objects greater than 1mm (e.g. fine tools and wires)	4	Protection against water spray from all directions
5	Protected against dust	5	Protection against low pressure jets of water from all directions
6	Total protection against dust	6	Protection against jets of water of similar to heavy seas
		7	Protection against immersion between 15 – 100cm
		8	Protection against submersion

BROAD SPECIFICATION OF LED STREET LIGHT

75Watts LED Street light Specification:

The new LED Street lights proposed are to be retrofitted in range of lamps droppings in replacements for traditional flood illumination lamps such as High powered Sodium Vapour lamps.

Design Features

- a) Specially designed optics for optimum horizontal illumination spread
- b) Rotatable lamp base allows for adjustable positioning in fitting • Large heat-sink

Indicative parameters for selection

Items	LED used in streetlights	Incompliance Yes/No	Variations if any be mentioned
1	Make:		
	wattage:	24W	
	Single LED lamp/bulb wattage.....& Numbers of LED's		
	Lumen Efficiency Minimum 70-160lm/W		
	Design Features		
	Mechanic Specification:		
	Electrical Specifications		
	Environmental Specification:		
	Optical Specification:		
	Light Output Specifications		
	Average Lux Levels &Effective Illuminated Area		
2	Make:		
	wattage:	32 W	
	Single LED lamp/bulb wattage.....& Numbers of LED's		
	Lumen Efficiency Minimum 70-160lm/W		
	Design Features		
	Mechanic Specification:		
	Electrical Specifications		
	Environmental Specification:		
	Optical Specification:		
	Light Output Specifications		
	Average Lux Levels &Effective Illuminated Area		
3	Make:		
	wattage:	75 W	
	Single LED lamp/bulb wattage.....& Numbers of LED's		
	Lumen Efficiency Minimum 70-160lm/W		
	Mechanic Specification:		
	Electrical Specifications		
	Environmental Specification:		
	Optical Specification:		
	Light Output Specifications		
	Average Lux Levels &Effective		

	Illuminated Area		
	Design Features		

Finalized CCMS(Centralized Control and monitoring System) Standard Specification.

Sl. No.	Description	Specifications
1	Street light Automation and Energy Saving systems	Should be based on Electronic Microcontrollers circuits, Semiconductor switches capable of switching and automatically control the operation of Switching ON/OFF the connected street light load.
2	Load Capacity	5 KVA Per Phase
3	Communication	Wireless by GSM / GPRS data and Feasibility to migrate to Wi-fi Module
4	Multi Processor system	Multiple processors to handle switching and communication management of the device
5	Input Voltage	185 to 265 V for each phase
6	Out put voltage	185 to 265 AC
7	Frequency	50 Hz
8	Electronic Real Time Clock	Built-in Electronic Timers with battery Back-up Synchronized with server time on GPRS, Adjustment /correction of Time Communication with server through GPRS / SMS
9	Electronic Sensors	phase Sensors and Power Failure Sensors
10	Multi phase system	Feasibility to connect to 3 phase or single phase distribution load depending on distribution.
11	ON /OFF control	Controlled lights using electronic switching
12	User interface	Web application and mobile phone SMS
13	User phone interface	4 Configured user phone should be able to receive the status messages from the feeder box devices Dynamically change the user (Phone number). It should be possible to configure many users to receive the information. User can set the timings and control the operation of switch on /of from a mobile phone.
14	User web interface	Should be able to monitor the status of street lights on a computer application connecting to a server. Authorized person can only log in and monitor and control. It should be possible to set and change timings and operate ON/ OFF of any street light junction from the application Reports of Lights ON/OFF timings and Power Status Possibility to control timing schedule.
15	Selective control	Lights can be grouped and controlled
16	Operating temperature	0 to 50 Degree centigrade
17	Operating Humidity	80%

Sl. No.	Description	Specifications
18	Warranty	Three years comprehensive warranty including server
19	License fee for software application development and maintenance charges	License for server version and client software which shall be capable of getting every day data to the central server and able to monitor and control the street lights through GPRS / SMS. Authentication role based access, web based and control should be available
20	Annual maintenance charges after one year Warranty	To maintain the devices at institutions and to maintain the data server at the Smart Center

1. Sales after Warranty Period the Bidder should confirm in writing that service after warranty will be made available to the purchaser with nominal AMC charges, whenever the purchaser requisites in writing to the bidder.
2. The Bidder or the manufacturer on whose behalf the authorized agent is bidding, must have necessary quality certifications for both processes and products such as BIS,IS Standards or their equivalent International Standards.
3. If the bidder fails to demonstrate any of the products quoted, the bid for that product would be considered as withdrawn and suitable action will be taken as per the Clause 15 of EOI. i.e. forfeiture of the Bid security and also the bidder may be debarred/Black listed for a certain period as decided by the Commissioner.

SECTION – VI

PRE – QUALIFICATION CRITERIA

1. Terms of Qualification for Equipment and Furniture:

The Bidder or the manufacturer on whose behalf the authorized agent is bidding, must have manufactured/supplied at least 50000 LED Lights per year in any one of the last three calendar/financial years and completed the supplies within the stipulated delivery period. The Supplied units should be in working condition without any adverse remarks for the last two years as on the date of bid notification.

2. The bidder should furnish the information on past supplies and satisfactory performance in the proforma given under Section XI- Format B1, duly attested by the Bid signatory.
3. Bidders shall invariably furnish minimum three similar projects(Retrofitting) and documentary evidence (End-user Certification the successful completion) in support of the satisfactory operation of the equipment as specified or a CA/Statutory auditor Certificate to that extent as per the format provided in the Section XI- Format B2.
4. The Bidder shall have an Avg. annual turnover in the similar supplies in the last three financial years of not less than the amount specified in the Schedule of the Requirements and also to have a positive net worth as per the latest Annual Accounts.
5. Towards the above, the bidder should furnish data as per the Format (B3) given in Section- XI, to support that he has the financial capacity to perform the contract. Further the bidder as to submit the corresponding Balance Sheets and Profit and Loss Accounts for verification.
6. The Bidder or the manufacturer on whose behalf the authorized agent is bidding, must have necessary quality certifications for both processes and products such as BIS,IS and other relevant Indian or International Standard Certifications for Products.
7. The bidder should submit supporting document/ test certificates from accredited/ Govt. Laboratory/ Authorized Lab/ Manufacturer (in case of LED chip) to fulfill the given Technical specification of street lights in the EOI document.
8. The bidder should submit the Project implementation experience along with CV of officials

ELIGIBILITY FOR APPLICANT
(Attested copies whatever relevant to be enclosed)

1	EOI Reference	No. 05 Date 29-08-2017
2	Name of the Manufacturing/supplying Company with its Regn. No. (copy of the manufacturing license to be enclosed)	
3	Status of Company	
	i)Registered Company	
	ii)Sole proprietorship firm (Name & address of the proprietor)	
	iii)Partnership firm (Partnership agreement, letter of consent as authorized by other partners to attend for this EOI)	
	iv)Private Limited Company (Certificate of incorporation and authorization from CEO if not represented by CEO)	
4	Registered Address of manufacturer/supplier	
5	a)Details of Processing fee paid DD No: Date: Bank Name: Amount: b)Details of EMD paid DD No: Date: Bank Name: Amount	
6	Brief Profile of the firm	
7	Excise Duty Registration Certificate (copy to be enclosed)	
8.	For Authorized Firm/ESCO Companies: Specific authorization letter for all the 3 rd party products/Services from the Principal manufacturing companies one or more (copy to be enclosed)	
9	BIS/IS /ISO / ISI certified any other relevant Documents(Copy to be enclosed)	
10	Proof of having sufficient no. of Experienced technical teams for training & operations management (Details: names of persons ,qualifications and experience)	
11	Annual production capacity certificate	
12	Turnoveroftheaboveitemsduringlast3years. a. 2014-15 b. 2015-16	

	c.2016-17	
13	Experience/performance certificate from clients/ Govt. departments/Organizations during last 3 years about supply of these items and test reports/ certificates from reputed Govt. Testing Institutes, if any.	
14	Details of dealers' network and aftersales Service stations to be provided by firm in the area of operation.	
15	GST Regn. No. and their validity (copies to be enclosed)	
16	PAN No.(copy to be enclosed)	
17	Audited accounts balance sheet for the last 2 years. (attested copies to be enclosed)	
18	Income Tax assessment Certificate for the last 2 years(attested copies to be enclosed)	
19	Name of contact person with address & Phone no. Email:	

II. Terms of Disqualification:

1. The Bidders who has withdrawn their bids in any of the previous tenders of COMMISSIONER, PR&RD or VC& Managing Director ,NREDCAP.
2. A bidder who is placed on the black-list by either COMMISSIONER, PR&RD or by any other State /Central or Quasi governments department or organization for the product offered with his bid in the last 3 years
3. The bidder who has been declared as 'undependable supplier' for two (2) items or in two (2) instances in the last one year by the COMMISSIONER, PR&RD
4. The bidders against whom there have been reports of substandard Equipment and/or service are liable for disqualification.
5. The bidders against short fall of any sort of documents are liable for disqualification.

Note: In all the above cases, the disqualification cut-off date will be till the contract is signed

- III. Not with standing anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser deciding on award.

DECLARATION ON Rs.100/-NONJUDICIAL STAMP PAPER

1. I/We have read and understood the terms and conditions of Tender schedule relevant to “EOI notice” dated:- 29-08-2017 and I/we have submitted the Annexure in accordance with the terms and conditions of above EOI schedule.
2. I/We shall not sell the products being quoted through this EOI schedule, at a lower price either to Government / Private parties in the State of Andhra Pradesh by way of giving any additional trade discount or incentives. If any such incident is noticed the Commissioner, PR&RD has the right to restrict all payments to such a lower rate apart from initiating penal action.
3. The information furnished in the Annexure-I, is true and factual. I clearly understand that our Tender schedule is liable for rejection, if any information furnished is found not true and factual, at any point of time.
4. The product/s offered by us is not copied or duplicated from any product design. In case the Commissioner, PR&RD authorities find at any Time our products are an imitation or duplicate, we are bound for any legal action to be taken on us including blacklisting our firm.
5. I/We declare that I/we do not violate any patent/trademark rights of any other manufacturer.

Place:
Date:

SIGNATURE OF THE BIDDER
WITHSEAL

SECTION – VII (A): BID FORM

(Name and Address of Purchaser)Date _____

To
VC & Managing Director,
NREDCAP, Hyderabad.

Contract No. _____

Gentlemen:

Having examined the Bidding Documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the under-signed, offer to supply and deliver _____ (Description of Goods and Services) in conformity with the said Bidding Documents for the sum as given in the Price Bid (electronically) or such other sums as may be ascertained in accordance with the schedule of prices furnished and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within _____ (Number) days and to complete delivery of all the items and perform incidental services as specified in the contract within _____ (Number days calculated from the date of receipt of your Notification of Award/Letter of credit.

If our bid is accepted we will obtain the guarantee of a bank in a sum not exceeding 10% of the Contract price for the due performance of the Contract

We agree to abide by this bid for a period of _____ (Number) days from the date fixed for bid opening under Clause 22 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in India like “The Prevention of Corruption Act 1988”

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this _____ day of _____

Signature: _____

(in the Capacity of) : _____

Duly Authorized to sign bid for and on behalf of

SECTION – VIII : BID SECURITY FORM

To

VC & Managing Director,
NREDCAP, Hyderabad.

Whereas _____ (hereinafter called "the Bidder" has submitted its bid dated _____ for the supply of _____ (hereinafter called "the Bid")

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called the Bank") are bound unto _____ (hereinafter called "the purchaser") in the sum of _____ for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- Fails or refuses to execute the contract form if required;
- Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders
- Does not accept the correction of the bid price pursuant to Clause 15.71.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date i.e., upto _____.

.....(Signature of the Bank)

**Authorized Signatory of Bidder
With Seal**

SECTION IX

FORMAT B1: PROFORMA FOR PERFORMANCE (for a period of last three years)

Bid No. _____ Date of Opening _____ Time _____ Hours

Name of the Firm _____

Order placed by _____ (Full address of Purchaser)	Order No & Date	Description & Quantity of ordered Equipment Items.	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Supplier received full payment towards the supplies made
				Purchase terms	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bid Signatory



SECTION X

FORMAT B2

CA (STATUTORY AUDITOR) CERTIFICATE

Certificate from the Statutory Auditor

This is to certify that.....(name of the Bidder) is a “Manufacturer/ESCO Companies/Authorized Firm’(*strike-off whichever is not applicable*) of __. (Specify item) offered under the Bid. The Bidder or the Manufacturer on whose behalf the Bidder is bidding, had supplied the quantities shown in the past performance statement and also completed the respective supplies within the stipulated delivery period/s.

Further it is certified that the previously supplied equipment are reported to be in working condition without any adverse remarks from the respective users and that they are working for more than two year as per the records as on the date of this Tender notification.

The bidder has previous experience in maintenance and repairs of equipment for _____ years and has qualified service staff working with him”.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

SECTION XI

B3. FINANCIAL CAPACITY OF THE BIDDER

16. Details of Annual Turnover for
Preceding 3 Years.

	Year 1 (2013-14)	Year 2 (2014-15)	Year 3 (2015-16)	Average Annual Turnover
Turn Over (In Rs. Crores)				

B. Details of Net Worth

	Year1 (Last Financial Year i.e. as on 31 st March 2017)
Paid up Capital (Rs. Cr)	
(Add) Free Reserves (Rs. Cr)	
Total Net Worth (Rs. Cr)	
(Signature of Bid Signatory) Seal of the Firm	
Certificate from the Statutory Auditor	
This is to certify that(name of the Bidder) has an average annual turnover (in the last three financial years) and Net Worth is not less than 25% on the paid up share capital of the bidder as on the last day of the year 2014-2015 (in the last financial year) as shown above	
Name of Authorized Signatory: Designation: Name of firm:	
(Signature of the Authorized Signatory) Seal of the Firm	

SECTION – XII

MANUFACTURER'S AUTHORIZATION FORM
(In Case the bidder is not a Manufacturer)

No. _____ dated _____

To

VC & Managing Director,
NREDCAP, Hyderabad.

Dear Sir,

Tender Notice No. _____

We _____ who are established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s. _____ (Name and address of Agents) to bid, negotiate and conclude the contract with you against Tender Notice No. _____ for the above goods manufactured by us.

No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific Tender Notice.

We hereby extend our full guarantee and warranty as per EOI and Special Conditions of Contract, for the Goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)

For and on behalf of M/s. _____

(Name of manufacturers)

Note: This letter of authority is on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder is eligible to submit Multiple MAF's.

ANNEXURE XIII

DECLARATION FORM

I / We having Our office at Read and understood the terms and conditions contained in the bidding documents under this notification for bid and offer our bids unconditional, to the extent not stated at any other part of our bid.

We will not quote or supply the equipment/furniture similar to the ones offered under this bid notification to any agency or organization in the country, at the rate lower than the rate quoted in this present tender.

If we found quoting better savings than the Savings quoted to the COMMISSIONER, PR&RD, to any other agency in the country during the validity of the present contract, we will remit the differential cost to the VC & Managing Director, NREDCAP, Hyderabad, unconditionally.

Signature :

Date :

Name of the
Firm and address :

Annexure XIV

Check List of Documents to be Uploaded as part of the Bid and Notes to Bidders

17. Documents with the Bid

Sl. No	Document Description	Check (Yes or No)
1	EMD (Presence of Bid Security)	
2	Bid Form	
3	List of items offered with Make and Model details (without prices)	
4	Manufacturers Authorization, wherever required	
4	Past Performance Details (Format B1)	
6	End-User Certificates or CA Certificate as per Format B2	
7	Financial Capability Details (Format B3)	
8	Details & proof of After-Sales Service facilities	
9	Letter of authorization to sign the bids	
10	Clause-by-clause commentary on technical specifications	
11	Technical and Commercial deviations statements	
12	Quality Certificates for the Manufacturing Process (ISO or its equivalent)	
13	Quality Management System Certification for items or its equivalent International Standards certificates (BIS/CE/USFDA etc)	
14	Copy of the GST Registration and Details of IT- PAN / TIN copies	
15	Declaration on Stamp Paper	
16	Relevant Test Reports as per the technical specification as per EOI	
17	Revenue sharing acceptance form	

- Please note that the Bidder runs the risk of his bid being rejected if the Revenue Sharing acceptance schedule contains any conditions.
 - The quoted offer should be inclusive of all Taxes/Duties & inclusive of loading, unloading, TR, Transit Insurance, Registration, training to concerned officials with machine operation etc. VAT.
 - The offer quoted in EOI should be firm and valid up to the project period. The VC & Managing Director, NREDCAP, Hyderabad will not entertain any up ward price revisions during the agreement period. The validity period can be extended on mutual consent of both the parties.
 - The financial offer shall not be overwritten and shall always be in both figures and words.
- 1). All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate
 - 2). The format of B.G. towards E.M.D. should be adhered to as per prescribed format. Any deviation will result in making the bid non-responsive.
 - 3). The tenderer is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices Clause)

CONTRACT FORM WITH TRIPARTITE AGREEMENT

THIS AGREEMENT made the _____ day of _____ between _____ (Name of Purchaser) of _____ (Country of Purchaser) (hereinafter "the Purchaser") of one part and _____ (Name of the Supplier) of _____ (City and Country of Supplier) (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the supplier, viz, _____ (Brief description of Goods and Services) and has accepted to offer revenue sharing to the Gram Panchayat @ _____ (Percentage in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to;
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Technical and Price bid of the Supplier
 - (b) The approved Technical Specifications,
 - (c) The General Conditions of Contract,
 - (d) The Special Conditions of Contract, and
 - (e) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provision of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of goods and services which shall be supplied/provided by the Supplier are as under.

SL NO.	Name of the District and No of G.P's	Brief description of streetlight inventory & CCMS to be installed	Quantity as per survey	Financial offer i.e % revenue sharing to the G.P	Installation schedule
1					
2					
3					
4					
5					

In Witness whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, sealed and Delivered by the

Said _____ (For the supplier)

In the presence of _____

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT (this "Agreement"), dated XXXXXX Of Month 2017, is amongst:

1. NREDCAP, a company incorporated under the Companies Act, with its registered office at Pisgah Complex, Nampally, Hyderabad including its successors in title and permitted assigns (hereinafter referred to as the "Tenderer");
2. Commissioner Panchayat Raj and Rural Development, Charita Sri Building, Nakkal Road, Suryaraopet, Vijayawada (hereinafter referred to as "User / Customer");

AND

3. M/s XXXXXXXXXX., a company incorporated under the laws of 1956/2013, with its registered office at XXXXXXXXXXXXXXXXXXXX including its successors in title and permitted assigns (hereinafter referred to as "Vendor"). Each of the above individually referred to as a "party" and collectively referred to as "parties".

WHEREAS

- a. NREDCAP and Customer have entered into an Agreement dated XX/XX/2017 for the purpose of replacing the existing street lights at all the Gram Panchayat's and also PMC for the same.
- b. In continuation to that agreement, NREDCAP has conducted an international competitive bidding process on behalf of Department of Pachayatraj & Rural Development, Andhra Pradesh, for selection of the vendor for supply of LED street lights under Energy saving model for all the Gram Panchayat's of AP spread across 13 districts. In such bidding process a letter of acceptance dated XX/XX/2017 has been issued to the vendor selected by NREDCAP and Vendor has been selected to own and maintain the LED street lights for the customer in the 13 Districts for a period of 10 years.
- c. Pursuant to such selection and to fulfill its obligations under the above agreement mentioned in point " a" above, NREDCAP is entering into this agreement with the Vendor for the "Name of the work" ("LED Supply & Maintenance Contract").
- d. NREDCAP is interested in the timely completion of the project in accordance with and pursuant to the agreement with the customer and the Vendor acknowledges NREDCAP's interests in the said project in accordance with the customer's agreement.
- e. This Contract expressly recognizes certain rights of NREDCAP exercisable upon an Event of Default under the Contract that is attributable to Customer and the parties wish to enter into this Agreement in respect of such rights of NREDCAP.
- f. Further, in consideration of NREDCAP issuing such letter of acceptance and executing the agreement with customer, NREDCAP requires certain acknowledgments, representations, warranties and covenants to be provided by the Vendor and the Vendor agrees to provide such acknowledgments, representations, warranties and covenants as mentioned below and as per the tender schedule.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

The Bidder has accepted the contract on the terms and conditions set out in the tender notice No: EOI NO: 0X/CPR & RD/H LED's /2017, dated XX/XX/2017

This agreement shall remain in force until the expiry of 120 months from the date of entering into the contract or the end of <any time period of the validity of the contract as specified in the tender document >, whichever is later, but NREDCAP may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

The Bidder shall abide and shall be liable to deliver at bear minimum to the requirements/deliveries as has been specified to in the tender document, clarifications issued and corrigendum issued in regards to the Ref. No.: EOI NO: EOI NO: 0X/CPR & RD/H LED's /2017, dated XX/XX/2017as has been mentioned above and any higher deliverables as has been committed to by the Contractor in the Proposal or any subsequent document submitted to & accepted by NREDCAP as part of award of the Contract.

Scope of the Work:

Conversion of Conventional Street Lights to LED Lights in Gram Panchayats in XXXX District.

Performance security:

The EMD submitted by the vendor will be treated as Security deposit and vendor need to start the implementation with in 10 days of the receipt of this agreement.

Failure of the successful Bidder to comply with the requirements of the tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the NREDCAP may make the award to the next lowest evaluated bidder or call for new bids. The security deposit will be refunded after completion of installation of **minimum 10000 lights** in the agreed period.

Liquidated Damages:

In case of any delay in the execution of the order beyond the stipulated time schedule including any extension permitted in writing, NREDCAP reserves the right to recover from the bidder a sum equivalent to 0.5% of the value of the delayed equipment installation/unexecuted portion of work for each week of delay and part thereof subject to a maximum of 5% of the total value of the contract. Alternatively, NREDCAP 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 NREDCAP 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 NREDCAP due to delay in work completion by the party beyond the completion time as per Work Order/L.O.A., the same shall also be recovered from party's invoice/EMD/BGs etc . Alternatively, NREDCAP may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

Inspections and Tests:

Inspection of Goods: NREDCAP or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to NREDCAP. (SCC and the Technical Specifications shall specify what inspections and tests NREDCAP requires and where they

are to be conducted). NREDCAP shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable Works and assistance, including access to drawings and production data shall be furnished to the inspectors at no cost to NREDCAP.

Should any inspected or tested Goods fail to conform to the specifications, NREDCAP may reject and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to NREDCAP.

NREDCAP's right to inspect, test and, where necessary, reject the Goods after the arrival at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NREDCAP or its Representative prior to the Goods shipment.

Before the Goods and Services are taken over by NREDCAP / Customer, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable NREDCAP to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to NREDCAP / Customer.

It shall be the obligation of the Contractor to train and familiarize the designated person by NREDCAP / Customer in regard to the operation manual and drawings.

Warranty:

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 NREDCAP'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.

This warranty of all the Works shall remain valid for 10 years after the Commissioning. 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 make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance pay liquidated damages to NREDCAP / Customer with respect to the failure to meet the contractual guarantees.

Payment Terms and Conditions:

1. NREDCAP / Customer agrees to pay as per the rates mentioned below:
2. Vendor agrees to deposit with NREDCAP an amount equal to INR 442 per Pole towards the payment of CCMS and Call Centre as agreed in the tender document.
3. NREDCAP / Customer agree to pay to Vendor within 45 days on submission of duly approved bills from a centralized account from PR&RD and through ESCROW mechanism.
As per the Guidelines given by PR&RD and the data available on existing conventional street light wattages, 90%of the lights are below 40Watts and only 10% are above 40 Watts, i.e 90:10 ratio. The vendor should to adhere this and should replace the lights with the conversion Matrix as mentioned below.

Sl.No.	Existing Fixture	Replacement Fixture
1	40W CFL	24W LED
2	20W CFL	24W LED
3	70W SV/MV Lamp	32 W LED
4	150W SV/MV Lamp	75 W LED
5	250 W SV/MV Lamp	2 X 75 W LED
6	400 W SV/MV Lamp	3X 75 W LED

The vendor has to maintain the ratio of the replacement as mentioned below. The Billing mechanism on Deemed Savings is as mentioned below.

Sl.No.	Replaced Fixture	Deemed Savings
1	24W LED	24
2	32W LED	48
4	75 W LED	90

4. Vendor agrees to coordinate with NREDCAP and CCMS and Call Centre for smooth functioning of the project and help in generating regular reports from the same to be submitted to the department for the collection of the payments.
5. Vendor agrees to pay all the relevant applicable taxes as per the contract and in case if there is any failure on the part of the Vendor, NREDCAP reserves the right to deduct the same from their running bills and pay the respective department on their behalf.
6. NREDCAP agrees to entire Finalized price as per the 1st Month calculations from SMART center in 40 equal installments as defined in the tender.
7. For the purpose of the Contract, it is agreed that the Contract Price specified in Contract Price and Terms of Payment of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the state / Country (hereinafter called "Tax"). If any rates of Tax are increased or de-created(Ex.: G.S.T) , 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, which was or will be assessed on the Implementing Partner in connection with performance of the 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 NREDCAP and the Contractor/assignee of Foreign Implementing Partner (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Implementing Partner/assignee and also not applicable on the bought out items dispatched directly from sub-vendor's works to site.

Definitions and rules of interpretation:

Capitalized terms used but not defined in this Agreement shall have their respective meanings set forth in the said customer agreement and, except as otherwise expressly provided herein, the rules of interpretation set forth in the Customer Agreement shall apply to this Agreement.

In addition, all expressions defined in this Contract shall bear the same meaning when used in this Agreement. Unless the context otherwise requires, the following terms and expressions shall have the meanings set out below: "Assuming Party"	shall have the meaning set out below
"Default Notice"	shall have the meaning set out in Clause below
"Event of Default"	shall have the meaning set out in Clause below
"Substitution Notice"	shall have the meaning set out in Clause below

NREDCAP's Rights:

The Vendor shall, promptly upon occurrence of an event of default under this Contract entitles the NREDCAP to suspend or terminate the Contract ("Event of Default"), provide Vendor a notice stating therein details in respect of such Event of Default and provide Vendor 30 days ("Cure Period") to cure any Event of Default pertaining to the payment of money and ninety (90) days ("Cure Period") to cure any other Event of Default under the Contract ("Default Notice"), in each case from the date of receipt of the Default Notice.

Events of Default attributable to Bidder shall include:

The Bidder petitioning for (or voting in favor of any resolution for) or initiating or supporting or taking any steps with a view to any insolvency, liquidation, reorganization, administration or dissolution proceedings or any voluntary arrangement or assignment for the benefit of creditors or any similar proceedings involving the Customer (or any Assuming Party), whether by petition, convening a meeting, voting for a resolution or otherwise; or
 Without prejudice to paragraph above, the Bidder exercising any right to enforce any Encumbrance against the Customer / NREDCAP (or any Assuming Party) or its assets; or
 The Bidder applying for an injunction or specific performance in respect of the Customer / NREDCAP (or any Assuming Party) in relation to the Contract; or
 The Builder taking any action or proceeding with respect to the Customer (or any Assuming Party) in any jurisdiction to which the Customer (or any Assuming Party) is subject which is equivalent or similar

to any of the actions or proceedings referred to in paragraphs above (inclusive) or which could have an equivalent or similar effect.

The bidder failing to fulfill the scope of the work laid out in the tender schedule in the stipulated time.

The Event of Default on Customer and NREDCAP:

Customer to provide with true and correct information about the existing infrastructure and any information related to the same which may of use for the execution of the project and any amendments (including change orders) and the Refund Guarantee as of the Effective Date, Customer shall not amend the price of the Contract and/or the Refund Guarantee (except for renewal of the Refund Guarantee in accordance with the provisions of the Contract) in any respect that would in any way prevent, inhibit or impair the Vendor's ability to exercise its rights under this Agreement, or otherwise reduce or detract from the Vendor's rights available under this Agreement; Customer shall provide Vendor with true and correct copies of any permitted amendments and/or replacements of the LED street lights Contract and the Refund Guarantee, within 2 (two) days of such permitted amendments and/or replacements.

Customer / NREDCAP shall ensure payment to the vendor on submission of duly approved bills within 45 days from the date of submission of the same.

In case of failure of payment to Vendor NREDCAP / Customer agree to pay a simple interest of 12% per annum for the delayed period.

Customer / NREDCAP shall ensure ground level support for all the installation and Project Management through their DPO and respective Gram Panchayat's.

Customer / NREDCAP agree to maintain a regular pool of central funds at NREDCAP on regular intervals to facilitate the payment to the Vendor on a timely basis.

In the event of default by the Vendor is not resolved in the stipulated time given by NREDCAP, NREDCAP reserves the right to serve the notice to the Bidder in relation to excise of the substitution right ("Substitution Notice").

NREDCAP shall provide the Substitution Notice within thirty (30) days of expiry of the Default notice. During such thirty (30) day period the Bidder agrees that it shall not exercise any of its rights pursuant to the occurrence of an Event of Default under the Contract (including the right to suspend or terminate the Contract).

Upon termination of the contract and issue of the substitution notice the Bidder hereby confirms full unconditional support to NREDCAP in smooth handing over to the substituted Party.

The Parties agree that the NREDCAP shall, at any time prior to the Transfer Date, be entitled to revoke the Substitution Notice through issuing a notice in writing (the "Revocation Notice"). In the event that the Bidder issues the Revocation Notice, the substitution pursuant to this Clause shall not occur. The issuance of the Revocation Notice shall be without prejudice to the right of the NREDCAP to issue of a new Substitution Notice subject to and in accordance with the terms of this Agreement.

NREDCAP's right to substitution:

In the event NREDCAP has served the Substitution Notice, NREDCAP or its nominee third party (who will be appointed by NREDCAP through a legal tendering process) ("Assuming Party") shall have the right to be substituted in place of Bidder, and to assume the rights and obligations of Bidder, under the Contract, subject to the following conditions:

the Assuming Party shall have agreed to be bound by all effective instructions, notices and communications given by the NREDCAP and Customer in writing to each other pursuant to the terms of the Contract provided that the Assuming Party shall only assume such obligations and liabilities contained in any such instructions, notices and communications to the extent that the Assuming Party was clearly notified about such obligations and liabilities by the NREDCAP;

The Bidder hereby agrees that unless and until such time as an Assuming Party assumes total ownership under the Contract, no Assuming Party shall be required to perform or observe any of the obligations or duties of Owner under the Contract and shall have no liability and owe no obligations to the Builder in connection with the Contract.

In the event of substitution of Bidder by the Assuming Party a separate agreement will be entered into with the assuming party and any monies payable to the existing vendor will be cleared through the assuming party before entering into the agreement.

Any costs, expenses, charges and losses incurred by the Assuming Party in connection with the exercise of right of substitution shall be for the account of existing Bidder and shall be deducted from the amounts payable by the Assuming Party to existing Bidder. If after any such deductions, any payments remain due from Bidder to the Assuming Party, Bidder shall promptly, upon written demand there for, reimburse the Assuming Party any such additional costs and expenses.

Representations:

The Bidder represents as follows:

It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation/incorporation and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Contract and this Agreement;

The execution, delivery and performance by it of the Contract and this Agreement have been duly authorized by all necessary corporate action, and do not and will not require any further consents or approvals, or violate any provision of any law or breach any agreement presently in effect with respect to or binding on it;

All government approvals necessary for the execution, delivery and performance by it of its obligations under the Contract have been obtained and are in full force and effect;

As of the date hereof, the Contract is in full force and effect and has not been amended, supplemented or modified;

As of the date hereof, to the best of its knowledge, Bidder has fulfilled all of NREDCAP's obligations under the Contract, and there are no breaches, defaults or unsatisfied conditions presently existing (or which would exist after the passage of time and/or giving of notice) that would allow it to terminate the Contract;

As of the date hereof, there is no pending or, to the best of its knowledge, threatened action or proceeding affecting it before any court, tribunal, governmental authority or arbitrator, which, if adversely determined, could reasonably be expected to materially adversely affect the ability of it to perform its obligations under, or which purports to affect the legality, validity or enforceability of, the Contract; and

Bidder shall indemnify NREDCAP / Customer against all liabilities, losses, damages, claims, Field staff insurance, Labor laws, EPF costs and consequences suffered because of any violation by the bidder and at any circumstances Customer / NREDCAP will not be liable for any defaults by the Bidder.

Governing law and dispute resolution:

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Jurisdiction of High court of Andhra Pradesh.

In the event of dispute, difference, claim, controversy and question, directly or indirectly between the parties arising at any time under, out of, in connection with or in relation to this Agreement or any term, condition or provision hereof, including without limitation any of the same relating to the validity, interpretation, construction, performance and enforcement, the parties shall first endeavor to settle such disputes, differences, claims, controversies and questions by consultation and mutual agreement and failing such settlement within a period of one (1) month from the date of service of a notice of such a dispute by one party to the other, the same shall be referred to and finally, exclusively and conclusively resolved in accordance with arbitration to be administered by NREDCAP / Customer pursuant to one of the following NREDCAP procedures set forth hereunder:

Where the amount under dispute excluding interest, and/or such other sum as the parties may agree, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the NREDCAP Procedure in force at the relevant time;

Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with VC & MD, NREDCAP as the arbitrator.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by NREDCAP only. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Hyderabad, India. Any legal dispute will come under Andhra Pradesh State jurisdiction, subject to the foregoing provision regarding arbitration.

Miscellaneous:

Notices

Save as specifically otherwise provided in this Agreement any notice, demand or other communication to be served under this Agreement may be served upon any party only by: (i) registered speed post with acknowledgement due, (ii) delivering the same by courier, (iii) delivering the same by hand, (iv) sending the same by facsimile transmission, or (v) sending the same by electronic mail; to such party's address, facsimile number or electronic mail address as mentioned against the names of the parties in the Agreement or at such other

address, number or electronic mail address as it may from time to time notify in writing to the other party to this Agreement. Provided that any notices sent by electronic mail shall also be delivered immediately by facsimile.

A notice, demand or other communication served:

(a) by registered speed post with acknowledgement due, courier or by hand shall be deemed duly served at the date and time of its actual delivery if within normal business hours on a working day at the place of receipt, otherwise at the commencement of normal business hours on the next such working day;

(b) by facsimile transmission shall be deemed to have been served at the time of transmission recorded on the message if such time is within normal business hours on a working day at the place of receipt, otherwise at the commencement of normal business hours on the next such working day;

(c) by electronic mail shall be deemed to have been served at the time of its receipt, if such time is within normal business hours on a working day at the place of receipt, otherwise at the commencement of normal business hours on the next such working day.

In proving service of the same it will be sufficient to prove, in the case of a letter or electronic mail, that such letter was delivered by registered post, courier or by hand or by electronic mail, as the case may be and, in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee.

8.2 Waiver

No act, omission, course of dealing, forbearance, indulgence or delay by the parties in exercising their rights hereunder (whether pursuant to any default of the other parties or otherwise) or in enforcing any of the terms or conditions of this Agreement, nor any granting of time shall prejudice or affect or be in derogation of the rights and remedies of such party hereunder and no such matter shall be treated as evidence of or constitute a waiver of any rights of the parties as the case may be. No waiver of any provision under this Agreement shall be effective unless the same is in writing and signed by duly authorized representatives of the parties. No single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or there under.

Termination of this Agreement

This Agreement shall continue until the later of: (a) termination or expiry of the Contract; or (b) the final resolution of all disputes arising under the Contract including those relating to its validity, interpretation, performance, enforcement or termination and satisfaction by the Bidder of all its obligations and liabilities arising from such resolution or otherwise under the Contract.

Confidentiality :

The parties agree to keep Confidential Information (as defined below) strictly confidential, except in the following cases when the receiving party shall be permitted to disclose such information:

- (a) It is already known to the public or becomes available to the public other than through the act or omission of the receiving party; or
- (b) It is required to be disclosed under applicable Law (provided that the receiving party shall give notice of such required disclosure to the disclosing party prior to the disclosure); or
- (c) In filings with a court or arbitral body in proceedings in which the Confidential Information is relevant and in discovery arising out of such proceedings; or

Provided that the receiving party shall exercise due diligence to ensure that no such person shall disclose Confidential Information to any unauthorized party or persons.

"Confidential Information" means the terms and conditions of this Agreement, the Contract and the Refund Guarantee and any and all notices, data, reports, records, correspondence, notes, compilations, studies and other information relating to or in any way connected with the Contract, the Refund Guarantee and this Agreement that is disclosed directly or indirectly by or on behalf of the disclosing party or any of its representatives or agents to the receiving party or any of its representatives or agents, whether such information is disclosed orally or in writing.

The provisions of this Clause shall survive for a period of 5 years after the termination or expiry of this Agreement.

Counterparts :

This Agreement may be executed in any number of counterparts all of which shall together constitute one and the same instrument.

Severability

If any provision hereof becomes invalid or unenforceable, or if performance thereof becomes illegal, the remaining provisions hereof shall be unaffected thereby. Notwithstanding the above, in such an event parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision which is valid and enforceable and the performance of which is legal.

Amendment

This Agreement may only be amended by an instrument in writing signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of the Parties as of the day and year first above written.

Name

Designation: Commissioner

Executed for _____ PR&RD

By its duly Authorized Representative

Name

Designation: VC & Managing Director

Executed for _____ NREDCAP

By its duly Authorized Representative

Name

Designation

Executed for _____ (Name Of The Firm)

By its duly Authorized Representative

Witnesses:

1

2

SECTION – IX : REVENUE SHARING ACCEPTANCE FORM IN EOI

(as per specifications mentioned in Technical Bid)

Name of the Firm:-----

Survey, Supply, Installation, Testing Commissioning of Energy Efficient LED Street Lights with Fixtures to Gram Panchayats in Andhra Pradesh (including Service & Maintenance for 10 Years) with payment on EQI Basis in Quarterly terms .

The revenue share has been quoted by me/us as a bidder after taking into consideration of all the terms & conditions stated in the EOI and the all the conditions that may affect the project cost & implementation of the Project during 10 years of warranty /maintenance period.

I/We hereby submit the following bid for undertaking the aforesaid project in accordance with the Bidding Documents

I/We offer share to GP's from the energy savings at the rate of %.....(in figures).....(In words) of gross Conventional CC Charges.

I/We offer share to NREDCAP towards the Service Charge from the energy savings at the rate of %.....(in figures).....(In words) of gross Conventional CC Charges.

The GP's will make payment from the Gross energy saving after deducting the revenue share to G.P as quoted by the Bidder till the completion of 10 years from the date of Completion of the implementation.

The percentage quote shall be equal or greater than 20% and shall be rounded of to 2 decimals.

NOTE:

1. Bidder has to specify clearly in the remarks column of the price bid about the total quantity of street lights which bidder can supply on EQI Basis .
2. Bidder has to specify clearly in the remarks column of the price bid about the preferred district for the supply of street lights however it is the discretion of CPR&RD to allocate the districts.
3. Bidder has to specify clearly their acceptance for the Payment of minimum 5% of the energy savings to M/s NREDCAP for the entire contract period which was finalized by CPR&RD . The payment towards NREDCAP should be borne by Empanelled agency through ESCROW Method.
4. In case of New additional Street Lights during the maintenance period -The bidder has to accept to install & maintain 20% over & above of the qty's allotted. The cost for the same will be calculated on pro-rata basis.
5. The energy savings for all the additional number of Street Lights that are going to be installed in the Project area consequent to implementation of the project, the Base payment will be adjusted as following:
 - a. Total wattage of additional LED Lights installed during Year – I - W_i
 - b. Base Year Charges per Unit : Rs/kwh. - BT
 - c. No. of Operating Hours in a Day: H
 - d. Consumption of new lights in Half Year = $W_i * H * 180 / 1000 * BT$
 - e. For the subsequent periods, total additional wattage is cumulated and payment is made on the basis of base year Tariff:

Financial Bid In EOI

(as per specifications mentioned in Technical Bid in EOI)

Name of the Firm:-----

Survey, Supply, Installation, Testing ,Commissioning of energy efficient LED Street Lights with Fixtures along with CCMS to Gram Panchayats in the below mentioned Districts in Andhra Pradesh (Including Service & Maintenance for 10 Years) with Payment on EQI Basis in Quarterly Terms

Sl.No.	Districts	% of Savings Offered to Gram Panchayats from the Conventional CC Charges	Remarks on quantity of street lights	Remarks on preferred District
1	Krishna			
2	West Godavari			
3	East Godavari			
4	Vishakhapatnam			
5	Vizianagaram			
6	Srikakulam			