



Invitation for Bids

Date:	19 th April 2020
Loan/Grant No. and Title:	3436/0605-IND: Demand-Side Energy Efficiency Sector Project
Contract Nos. and Title:	EESL/2020-21/ICB/Phase-III/SLNP-181902249 Design Manufacture Testing Supply & 7 Years Warranty of 1.9 Million LED Street Lights and other Related works at Telangana Gram Panchayat and other various location at PAN India under SLNP
Deadline for Submission of Bids:	04 th June 2020 1400 Hrs. (IST)

1. India has received financing from the Asian Development Bank (ADB) toward the cost of **Demand Side Energy Efficiency Sector Project**. Part of this financing will be used for payments under the Contract named above. No nationality restrictions apply other than any restriction arising from ITB 4.7.

2. The **Energy Efficiency Services Ltd.(EESL)** (the “Purchaser”) now invites online Bids from eligible Bidders for the following contract (the “Goods”) :

“Design Manufacture Testing Supply & 7 Years Warranty of 1.9 Million LED Street Lights and other Related works at Telangana Gram Panchayat and other various location at PAN India under SLNP.”

3. **International Competitive Bidding** will be conducted in accordance with ADB’s [Single Stage: Two-Envelope](#) Bidding Procedure and is open to all Bidders with no country restrictions and universal procurement will apply.

4. The complete Bidding Documents including tender drawings if any shall be available for inspection and downloading at EESL’s website <https://eesl.eproc.in> (hereinafter referred to as the ‘portal’) from 11:00 Hrs on 19 April 2020 to 14:00 Hrs. on 04 June 2020.

5. Interested bidders have to necessarily register themselves on the portal <https://eesl.eproc.in> as explained in Para 6.1 below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurgaon at following address to complete the registration formalities:



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Serial No : F3FA77

M/s C 1 India Pvt Ltd.
Gulf Petro-Chem Building Building No 301
1st Floor Udyog Vihar Phase II
Gurgaon – 110 048
Contact No.: 0124 430 2000; 88268 14007.
Email-ID: sandeep.bhandari@c1india.com

A onetime fee of INR 5000 is to be paid for this registration.

Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates. The e-mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Purchaser shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Purchaser shall not be responsible for failures or breakdowns of systems other than those strictly within the control of Purchaser and its e-Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal availability of internet connectivity and requisite client software.

6.1 Registration on e-Procurement portal: As stated above Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In portal terminology this person will be referred to as the ‘Super User’ (SU) of that organization. For further details please visit the website www.eeslindia.org and click on the ‘E-Tendering’ link (on the Home Page) and follow further instructions.

Please note that even after acceptance of your registration by the Service Provider Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

6.2 They may obtain further information regarding this IFB from the office of Chief General Manager (SCM) EESL at the address given at para 12.0 below from 1500 hours to 1700 hours on all working days till the deadline as per para 4.0 above.

For proper uploading of the bids on the portal namely <https://eesl.erpoc.in> it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s C 1 India Pvt Ltd Gurgaon directly as and when required for which contact details are mentioned above. The Purchaser in no case shall be responsible for any issues related



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Bid document for Procurement of Goods for “Procurement of 1.9 Million (approx.) Street Lights for Pan India.”

to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

6. Tender Document fee of US \$ 350 Only or in Indian Rupees Twenty Five Thousand Only as demand draft in favour of Energy Efficiency Services Ltd. payable at New Delhi shall be paid with the submission of the documents in line with Clause 11 of Section 2 Bid Data Sheet

7. The original documents as per clause 11 of the Bid Data Sheet shall be received up to 13:30 Hrs. (IST) on 04 June 2020. Soft Copy parts of bids shall be uploaded up to 14:00 Hrs. (IST) on 04 June 2020. Bids must be accompanied by a Bid Security in the amount as stated in the Bidding Document (Bid Data Sheet).

The Technical Bid (First Envelope) shall be opened online on 04 June 2020 at 14:30 Hrs. (IST). The schedule for opening of Price part (Second Envelope) shall be intimated separately as per the bidding documents.

8.1 The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

8. Alternative Bids shall not be permitted.

9. A Pre-Bid conference will be held on 11 May 2020 at 11:00 Hrs. (IST) at the office of EESL mentioned at para 12.0 below.

10. EESL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.

11. In the comparison of Bids ADB's Domestic Preference Scheme will be applied in accordance with the provisions stipulated in the Bidding Documents.

12. All correspondence with regard to the above shall be made to the following address:

(By Post/In Person)
Chief General Manager (SCM)
Energy Efficiency Services Ltd.
6th Floor Core 3
SCOPE Complex Lodhi Road
City: New Delhi
Pin code: 110003 INDIA
Telephone: + 9111 45801260
Fax: + 91 11 45801260
E-mail address: eproc@eesl.co.in

For more information on EESL please visit the site at <http://www.eeslindia.org>



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Bid document for Procurement of Goods for “Procurement of 1.9 Million (approx.) Street Lights for Pan India.”

INTERNATIONAL COMPETITIVE BIDDING (ICB) DOCUMENT

Procurement of Goods Single-Stage: Two-Envelope Bidding Procedure

Design Manufacture Testing Supply & 7 Years Warranty of 1.9 Million LED Street Lights and other Related works at Telangana Gram Panchayat and other various location at PAN India under SLNP.

Issued on: 19.04.2020

Invitation for Bids No.: EESL/2020-21/ICB/Phase-III/SLNP-181902249

ICB No.: EESL/2020-21/ICB/Phase-III/SLNP-181902249

Purchaser: Energy Efficiency Services Ltd. New Delhi

Country: India

Preface

This Bidding Document for Procurement of Goods has been prepared by Energy Efficiency Services Ltd. hereinafter referred to as EESL based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank dated December 2015.

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods except where specific considerations within the Asian Development Bank have required a change.



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Bid document for Procurement of Goods for “Procurement of 1.9 Million (approx.) Street Lights for Pan India.”

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A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS) the Purchaser as indicated in the BDS issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name identification and number of lots of the international competitive bidding (ICB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement) and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
 - 3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity) as well as Bidders Suppliers and Contractors under ADB-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy ADB
 - (a) defines for the purposes of this provision the terms set forth below as follows:
 - (i) “corrupt practice” means the offering giving receiving or soliciting directly or indirectly anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means 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) “coercive practice” means 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;



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- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose including influencing improperly the actions of another party;
 - (v) “obstructive practice” means (a) deliberately destroying falsifying altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB’s contractual rights of audit or access to information; and
 - (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy including (i) to (v) above and the following: abuse conflict of interest violations of ADB sanctions retaliation against whistleblowers or witnesses and other violations of ADB's Anticorruption Policy including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has directly or through an agent engaged in corrupt fraudulent collusive coercive or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt fraudulent collusive coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual at any time in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time) including declaring ineligible either indefinitely or for a stated period of time to participate in ADB-financed administered or supported activities or to benefit from an ADB-financed administered or supported contract financially or otherwise if it at any time determines that the firm or individual has directly or through an agent engaged in corrupt fraudulent collusive coercive or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB requiring Bidders suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to



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the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (c) of the General Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder may be a natural person private entity or government-owned enterprise subject to ITB Sub-Clause 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture

(a) all parties to the Joint Venture shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and in the event the Joint Venture is awarded the Contract during contract execution.

4.2 A Bidder and all parties constituting the Bidder shall have the nationality of an eligible country in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted or incorporated and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of including but not limited to the following apply:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this Bid; or

(d) they have a relationship with each other directly or through common third parties that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or



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- (f) a Bidder or any affiliated entity participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed administered or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3) whether such debarment was directly imposed by ADB or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law and (iii) are not a dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
5. Eligible Goods and Related Services
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their country of origin in eligible source countries as defined in ITB 4.2 and all expenditures under the Contract will be limited to such Goods and Related Services.
- 5.2 For purposes of this clause the term "goods" includes commodities raw material machinery equipment and industrial plants; and "related services" includes services such as insurance transportation installation commissioning training and initial maintenance.
- 5.3 The term "country of origin" means the country where the goods have been mined grown cultivated produced manufactured or processed; or through manufacture processing or assembly another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces assembles distributes or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document
- 6.1 The Bidding Document consist of Parts I II and III which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)

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- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Contract

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions forms terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

7. Clarification of Bidding Document

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3 including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification it shall do so following the procedure under ITB 8 and ITB 24.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of the Bids the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids the Purchaser may at its discretion extend the deadline for the submission of the Bids pursuant to ITB 24.2

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.



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- 10. Language of Bid** 10.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS in which case for purposes of interpretation of the Bid such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously one containing the Technical Bid and the other the Price Bid both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- Technical Bid Submission Sheet;
 - Bid Security or Bid-Securing Declaration in accordance with ITB 21;
 - alternative Technical Bid if permissible in accordance with ITB 13;
 - written confirmation authorizing the signatory of the Bid to commit the Bidder in accordance with ITB 22;
 - documentary evidence in accordance with ITB 16 establishing the Bidder's eligibility to bid;
 - documentary evidence in accordance with ITB 17 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - documentary evidence in accordance with ITB 18 and ITB 32 that the Goods and Related Services conform to the Bidding Document;
 - documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - any other document required in the BDS.
- 11.3 The Price Bid submitted by the Bidder shall comprise the following:
- Price Bid Submission Sheet and the applicable Price Schedules in accordance with ITB 12 ITB 14 and ITB 15;
 - alternative Price Bid corresponding to the alternative Technical Bid if permissible in accordance with ITB 13; and
 - any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules** 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit as part of the Price Bid the Price Schedules for Goods and Related Services according to their origin as appropriate



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using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid and provided that the Bid is substantially responsive the corresponding adjustment shall be applied in accordance with ITB 33.3.

14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.

14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.

14.5 The terms EXW CIF CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the BDS.

14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services shall be disaggregated when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

(a) for Goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works ex factory ex warehouse ex showroom or off-the-shelf as applicable) including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory or on the previously



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- imported goods of foreign origin quoted ex warehouse ex showroom or off-the-shelf;
- (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
 - (i) the price of the goods quoted CIF (named port of destination) or CIP (border point) or CIP (named place of destination) in the Purchaser's country as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA as the case may be) if specified in the BDS; and
 - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
 - (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services inclusive of all customs duties sales and other similar taxes applicable in the Purchaser's country payable on the Related Services if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected pursuant to ITB 32. However if in accordance with the BDS prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract but a Bid submitted with no indexes identified in the Tables of Adjustment Data price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.

14.8 If so indicated in ITB 1.1 Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package or alternatively to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4 provided the Price Bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of



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amounts in different currencies it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.

- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

- 16.1 To establish their eligibility in accordance with ITB 4 Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1 submit a copy of the Joint Venture Agreement or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture as appropriate.

17. Documents Establishing the Eligibility of Goods and Related Services

- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5 Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).
- 18.2 The documentary evidence may be in the form of literature drawings or data and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services demonstrating substantial responsiveness of the Goods and Related Services to those requirements and if applicable a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship process material and equipment as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply) are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality brand names and/or catalogue numbers provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).

19. Documents Establishing the Qualification

- 19.1 To establish its qualifications to perform the Contract the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).



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- s of the Bidder**
- 19.2 If so required in the BDS a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances prior to the expiration of the bid validity period the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21 it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS the Bidder shall furnish as part of its Bid in original form either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1 it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time as indicated in the BDS if a Bid-Securing Declaration is executed.
- 21.3 If a bid security is specified pursuant to ITB 21.1 the bid security shall be at the Bidder's option in any of the following forms:
- (a) an unconditional bank guarantee
 - (b) an irrevocable letter of credit or
 - (c) a cashier's or certified check
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration if one



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is required in accordance with ITB 21.1 shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1 the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.

21.6 If a bid security is specified pursuant to ITB 21.1 the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

21.7 The bid security may be forfeited or the Bid-Securing Declaration executed

(a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet except as provided in ITB 20.2; or

(b) if the successful Bidder fails to

(i) sign the Contract Agreement in accordance with ITB 45;

(ii) furnish a performance security in accordance with ITB 46; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 36.

21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition the Bidder shall submit copies of the Technical Bid and the Price Bid in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid except for unamended printed literature shall be signed or initialled by the person signing the Bid. If a Bidder submits a deficient authorization the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an



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acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

- 22.3 Any amendments such as interlineations erasures or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS Bidders shall have the option of submitting their bids electronically. Procedures for submission sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid the original of the Price Bid and each copy of the Technical Bid and each copy of the Price Bid including alternative Bids if permitted in accordance with ITB 13 in separate sealed envelopes duly marking the envelopes as “ORIGINAL - TECHNICAL BID” “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID” as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 24.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS.

- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids in accordance with ITB 27.1.

- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.

- 23.5 If all envelopes are not sealed and marked as required the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

- 23.6 Alternative Bids if permissible in accordance with ITB 13 shall be prepared sealed marked and delivered in accordance with the provisions of ITB 22 and ITB 23 with the inner envelopes marked in addition “ALTERNATIVE NO....” as appropriate

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may at its discretion extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8 in which case all rights and obligations of the Purchaser and



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- Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids** 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late rejected and returned unopened to the Bidder.
- 26. Withdrawal Substitution and Modification of Bids** 26.1 A Bidder may withdraw substitute or modify its Bid after it has been submitted by sending a written notice duly signed by an authorized representative and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies) and in addition the respective inner and outer envelopes shall be clearly marked “Withdrawal” “Substitution” “Modification;” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening** 27.1 The Purchaser shall open the Technical Bids in public at the address on the date and time specified in the BDS in the presence of Bidder’s designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1 shall be as specified in the BDS.
- 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date time and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope the Purchaser may reject the Bid. Alternatively the Price Bid may be immediately resealed for later evaluation.
- 27.3 First envelopes marked “WITHDRAWAL” shall be opened read out and recorded and the envelope containing the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
- 27.4 Next outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted which are to be returned to the Bidder unopened. Only the Substitution Technical Bid if any shall be opened



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read out and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 27.5 Next outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids both Original as well as Modification are to be opened read out and recorded at the opening. Price Bids both Original as well as Modification will remain unopened in accordance with ITB 27.2.
- 27.6 All other envelopes holding the Technical Bids shall be opened one at a time and the following read out and recorded
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a bid security or a Bid-Securing Declaration if required; and
 - (d) any other details as the Purchaser may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids in accordance with ITB 25.1.
- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal substitution modification or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date time and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids in the presence of Bidders’ representatives who choose to attend at the address on the



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date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

Only Price Bids discounts and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

27.12 The Purchaser shall prepare a record of the opening of Price Bids that shall include as a minimum: the name of the Bidder the Bid Price (per lot if applicable) any discounts and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality 28.1 Information relating to the examination evaluation comparison and qualification of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination evaluation comparison and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2 from the time of opening the Technical Bids to the time of Contract award if any Bidder wishes to contact the Purchaser on any matter related to the bidding process it should do so in writing.

29. Clarification of Bids 29.1 To assist in the examination evaluation comparison and post-qualification of the Bids the Purchaser may at its discretion ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought offered or permitted except to confirm the correction of arithmetic errors discovered by



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- the Purchaser in the evaluation of the Price Bids in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification its bid may be rejected.
- 30. Deviations Reservations and Omissions**
- 30.1 During the evaluation of Bids the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) bid security or Bid-Securing Declaration if applicable; and
 - (d) Manufacturer's Authorization if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation reservation or omission. A material deviation reservation or omission is one that
- (a) If accepted would
 - (i) affect in any substantial way the scope quality or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
 - (ii) limits in any substantial way inconsistent with the Bidding Document the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation reservation or omission.



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- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation reservation or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation reservation or omission.
- 33.2 Provided that a Technical Bid is substantially responsive the Purchaser may request that the Bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect the Bid Price shall be adjusted during evaluation of Price Bids for comparison purposes only to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
 - (b) Price Schedules in accordance with ITB 12 ITB 14 and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity



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- the unit price shall prevail and the total price shall be corrected unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency** 37.1 For evaluation and comparison of Price Bids the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency using the selling exchange rates established by the source and on the date specified in the BDS.
- 38. Margin of Preference** 38.1 Unless otherwise specified in the BDS a margin of preference shall not apply.
- 39. Evaluation of Price Bids** 39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.
- 39.2 To evaluate a Price Bid the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics performance and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (e) converting the amount resulting from applying (a) to (c) above if relevant to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account
- (a) in the case of Goods offered from within the Purchaser's country all sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country all customs duties sales tax and other taxes applicable



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- in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract if provided in the Bid.
- 39.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts) and the award to a single Bidder of multiple lots (contracts) the methodology to determine the lowest evaluated price of the lot (contract) combinations including any discounts offered in the Price Bid Submission Sheet is as specified in Section 3 (Evaluation and Qualification Criteria).
- 40. Comparison of Bids** 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid in accordance with ITB 39.
- 41. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 41.1 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 Contract award without thereby incurring any liability to the Bidders. In case of annulment all Bids submitted and specifically bid securities shall be promptly returned to the Bidders.

F. Award of Contract

- 42. Award Criteria** 42.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 43. Purchaser's Right to Vary Quantities at Time of Award** 43.1 At the time the Contract is awarded the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply) provided this does not exceed the percentages indicated in the BDS and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 44. Notification of Award** 44.1 Prior to the expiration of the period of bid validity the Purchaser shall notify the successful Bidder in writing that its Bid has been accepted.
- 44.2 At the same time the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder and the price it offered as well as the duration and



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summary scope of the contract awarded. After publication of the award unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who after publication of contract award requests a debriefing.

- 44.3 Until a formal Contract is prepared and executed the notification of award shall constitute a binding Contract.
- 45. Signing of Contract**
- 45.1 Promptly after notification the Purchaser shall send to the successful Bidder the Agreement.
- 45.2 Within 28 days of receipt of the Agreement the successful Bidder shall sign date and return it to the Purchaser.
- 46. Performance Security**
- 46.1 Within 28 days of the receipt of notification of award from the Purchaser the successful Bidder shall furnish the Performance Security in accordance with the GCC using for that purpose the Performance Security Form included in Section 9 (Contract Forms) or another form acceptable to the Purchaser.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



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Section 2 - Bid Data Sheet

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I. Instructions to Bidders.

<u>A. General</u>	
ITB 1.1	The number of the Invitation for Bids is : EESL/2020-21/ICB/Phase-III/SLNP-181902249
	The Purchaser is: Energy Efficiency Services Ltd. (EESL) 6th Floor Core-3 Scope Complex Lodhi Road New Delhi-110003 Ph:-011-45801260 www.eeslindia.org
	The name of the ICB is: Design Manufacture Testing Supply & 7 Years Warranty of 1.9 Million LED Street Lights and other Related works at Telangana Gram Panchayat and other various location at PAN India under SLNP. The identification number of the International Competitive Bidding (ICB) is: EESL/2020-21/ICB/Phase-III/SLNP-181902249
ITB 1.2(a)	Add after the paragraph: It is expressly understood that all email communications will be treated as equivalent of "in writing".
ITB 2.1	The Borrower is: INDIA
ITB 2.1	The name of the Project is: Demand Side Energy Efficiency Investment Project
ITB 4.8	A consortium of two private entity (ies) or a combination of Private Limited Limited and OR Govt Companies is not eligible to bid. Combination of Proprietorships or Individuals are not eligible to bid and this clause supersedes any clause for these terms in Section 1 or in any other part of this tender.
	B. Contents of Bidding Documents
ITB 7.1	For the purpose of obtaining clarification only the Purchaser's address is: Attention:- Mr. Ashim Bhattacharya- CGM (SCM) Energy Efficiency Services Limited 6th Floor Core-3 Scope Complex Lodhi Road New Delhi-110003 Ph : 011-45801260 E-mail address: eproc@eesl.co.in No physical bids may be sent by the bidders at this address. EESL shall not accept any physical bids. Requests for clarification should be received by the Purchaser no later than: 21 days prior to the deadline for submission of bids The Purchaser shall publish its response to the queries in the e-Tendering platform where the tender is published online.

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ITB 8.2	<p>Replace the existing clause by the following:</p> <p>Any addendum /addenda issued shall be part of the Bidding Document and shall be published in the same e-Tendering platform on which the tender was published online. The onus is on the bidder to visit the e-Tendering site to learn about the addendum and to submit its response as per the addendum published.</p>
	<p>C. Preparation of Bids</p>
ITB 10.1	<p>The language of the bid is: English</p>
ITB 11	<p>Replace sub clause 11.2 entirely with following:</p> <p>Bidder shall upload its technical bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p> <p>“Scanned Documents” – Bidder shall upload scanned copy of the following in e-Procurement system:</p> <ul style="list-style-type: none"> • Letter of Technical Bid • No Deviation Certificate as per prescribed format given in Section 4 • Power of Attorney in original duly attested by Notary. In case of partnership firm / limited company / group of companies a power of attorney of the person authorized to sign shall be issued by all the partners. • Tender document fee in the form of Certified Cheque/Demand Draft (DD) for INR 25000 or 350 US Dollars - issued in favor of Energy Efficiency Services Ltd. payable at New Delhi India <p>Bid Security – Documentary proof of Bid Security as per ITB 21 of ITB.</p> <p>The Purchaser shall disqualify a bidder when: Original copy of bid security as well as the tender document fee is not submitted by the date and time specified in the e-Tendering platform for opening of the tender</p> <p>If applicable a valid Joint Venture (JV) agreement or a formal Letter of Intent to execute a Joint Venture Agreement legally notarized or attested by an appropriate authority in bidder’s home country specifying the work responsibility and financial stakes of each of Joint venture partners under the contract and the clause that JV partners shall be jointly and severally liable.</p> <p>If applicable a valid sub-contracting agreement legally notarized or attested by an appropriate authority in bidder’s home country specifying the work responsibility of the agency.</p> <p>The above specified tender document fee shall be submitted along with the technical bid. In case of non-submission of tender document fee along with the “Scanned Documents” of the technical bid the bid shall be summarily rejected.</p> <p>Bidder shall upload the following bid documents in file upload slots available under the technical envelope in the e-Procurement system.</p>

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	Documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract; Technical Proposal in accordance with ITB 18; Price bid comprising online price bid form scanned copies of letter of price bid and others as applicable shall be submitted on line at the web site https://eesl.eproc.in and shall be digitally signed.
ITB 12.1	Deleted
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 14.5	The Incoterms edition is as per 2010 edition issued by International Chamber of Commerce
ITB 14.6 (a) (i)	For Goods offered from within the Purchaser's country the Bidder shall quote prices using the following Incoterms: EXW
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country the Bidder shall quote prices using the following Incoterms: CIP Port of Entry is : Kandla/Nhava Sheva/JNPT (Mumbai)/Chennai/ Vizag/Kolkata/ Kochi
ITB 14.6 (c)	Cost of related service should be quoted as per format in Section IV (Bidding forms). Related Service should include: 1) Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside the India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India). It is desired that transportation of equipments / material in India should be arranged only by road transport and accordingly offered inland freight and insurance charges and cost required for unloading of consignment in stores/ project sites should also take into account. It is also desired that immediately after movement of consignment intimation by FAX / E-Mail should be given to the purchaser indicating TR No. date of movement expected period of transportation size of lots / consignment and transport weight so that necessary advance agreement for clearance of site and receipt of equipment / material at stores / project site could be made. 2) Cost of Indian agents commission in rupees if any payable over and above CIF price for goods to be offered from outside the purchaser country. Cost of lump sum charges for supervision charges of erection Testing and commissioning as per appendix B of Technical Specification.
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to adjustment.
ITB 14.8	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.
ITB 15.1	To be replaced with The currency of the Bid shall be either of the purchaser's country i.e. Indian Rupees (INR) or US Dollars (\$)
ITB 19.2	The Non Manufacturing Bidder shall include with its bid the Manufacturer's Authorization in prescribed format given in Section 4.
ITB 19.3	The Foreign Bidder is required to include with its bid requisite evidence that it will be represented by an Agent in the Purchaser's country for carrying out all the after sales

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	service requirements. The address details of the representative entity and the names and designations of 3 senior employees with copy of Govt. IDs (with minimum Rank of Manager) are to be provided with the bid document.			
ITB 20.1	The bid period shall be <i>180 days</i> .			
ITB 21.1	The Bidder shall furnish a bid security in the amount(s) stated in the Table below as indicated in Clause 11 and 21.1(a) & (b) of BDS.			
	S. No	Lot No	Description	Bid Security Amount in INR (in Crores)
	1	Lot No. 1	Gujarat Panjab Uttarapadesh and Uttarakhand	0.84
	2	Lot No. 2	West Bengal Jharkand Bihar and Delhi	0.84
	3	Lot No. 3	Telangana- Gram Panchayat 1)Adilabad 2)Asifabad 3) Nirmal 4)Nizamabad 5)Jagtial 6)Mancherial 7) Peddapalle 8) Kamareddy 9)Rajanna Sircilla 10) Karimnagar 11) Medak	0.84
	4	Lot No. 4	Telangana- Gram Panchayat 1)Jayashankar Bhupalpally 2) Mulugu 3)Bhadradi Kothagudem 4)Warangal Urban 5)Warangal Rural 6) Mahabubabad 7) Khammam 8) Suryapet 9) Jangaon 10)Siddipet	0.84
	5	Lot No. 5	Telangana- Gram Panchayat 1) Jogulamba Gadwal 2) Wanaparthi 3) NagarKurnool 4) Nalgonda 5) Yadadri Bhuvanagiri 6) Rangareddy 7) Medchel Malkajgiri 8) Sangareddy 9) Vikarabad 10) Narayanpet 11)Mahabubnagar	0.84
ITB 21.3	Replace ITB 21.3 with the following:- The bid security shall be at the Bidder's option in any of the following forms:			

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	<p>a. An unconditional bank guarantee in the name of “Energy Efficiency Services Limited” Noida / New Delhi ; or</p> <p>b. Fixed deposit receipt pledged in favour of Energy Efficiency Services Limited Noida/New Delhi;</p> <p>c. An irrevocable Letter of Credit in favor of “Energy Efficiency Services Ltd.” Noida/New Delhi</p> <p>The above instruments shall be obtained from a reputable source from an eligible country.</p> <p>In the case of a bank guarantee the bid security shall be submitted using the Bid Security Form included in Section 4 (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for a period of twenty eight days (28) beyond the original validity period of the bid or beyond any period of extension if requested under ITB 20.2.</p> <p>The bank guarantee shall be issued either (a) by a Scheduled bank or nationalized banks located in India or (b) directly by a foreign bank through its corresponding financial entity registered or licensed to do business in India with office located in India to make it enforceable.</p>
ITB 21.4	Any bid not accompanied by the proof of an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. However if a bidder submits a bid security that deviates in form amount and/or period of Validity the Purchaser shall request the Bidder to submit a compliant bid security within 7 working days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	Not applicable to electronic bid submission
ITB 22.2	<p>Replace the existing clause 22.2 by the following :</p> <p>The Bidder shall digitally sign to authorize and make amendments to its bid submitted in the e-Tendering platform as stated in sub-clauses 23.1(a) & (b) of BDS.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney containing name position held and signature of authorized person</p> <p>Power of Attorney shall be duly notarized or attested by an appropriate Agency within the Bidder’s home country.</p>
	D. Submission and Opening of Bids
ITB 23.1 (a)	<p>Replace the paragraph with following:</p> <p>Bidders shall only submit Bids electronically through EESLs e-Tendering Portal i.e. https://eesl.eproc.in</p> <p>Instructions for electronic submission are outlined in ITB 23.1 (b). Hard Copy submission of bids is not permitted and shall not be accepted.</p>



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	<p>Bidders should enrol online on the e-Tendering platform of EESL.</p> <p>Bidders shall obtain a Digital Signature Certificate (DSC) as prescribed in the e-Tendering portal to complete online enrolment and bid submission. The Bidder is advised to submit its bid online in the e-Tendering platform well in advance before the prescribed time.</p> <p>Bids submitted online in the e-Tendering platform shall be considered as the original of the bid.</p>
ITB 23.1(b)	<p>The electronic bidding submission procedures shall be :</p> <p>The Bidder shall digitally sign and submit its bid online in the e-Tendering platform well in advance before the prescribed time. Purchaser shall not accept bids submitted in manual form.</p> <p>‘E-Tendering’ means submission of a digitally signed bid (by a valid digital certificate issued by a licensed Certifying Agency approved by the Controller of Certifying Agency Government of India) which is stored in Time Stamped electronic sealed tender box.</p> <p>Bidders who wish to participate in the bidding process shall have to procure the prescribed class of Digital Certificate as per Information Technology Act 2000 and accepted by the e-Procurement system using which they shall digitally sign and submit their electronic bids online. Bidders can procure the same from any CCA approved Certifying Authority. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on https://eesl.eproc.in</p> <p>Bidders shall take due care to ensure that the documents uploaded by them in e-procurements system are virus free. Purchaser shall not be liable for such rejections.</p> <p>The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder.</p> <p>The bidders are required to download the bidding forms (Section 4) print the forms fill them scan them and upload at the portal. The information on eligibility and qualification provided in the bidding forms only will be considered. Bidder will also provide reference of supporting documents provided in its support in the bidding forms. Bidders should note that in the financial bid format for multi-currency bidding a bidder can enter its price for one line item in one currency only. The system does not allow bidder to quote its price for a single line item in multiple currencies.</p> <p>Purchaser shall not accept any responsibility for failures or breakdowns for systems other than in those systems strictly within the control of Purchaser and its e-procurement service provider.</p>



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	<p>Bidders shall take due care to ensure purchase of Digital Signature Certificates requisite for tender submission in the e-Procurement portal availability of internet connectivity and requisite client software.</p> <p>Bidders are informed to get acquainted with the bid submission process in e-Procurement system by contacting the e-procurement cell of the EESL. Please refer to https://eesl.eproc.in for further details.</p> <p>Bidders are solely responsible for safe keeping of their Digital Signature Certificate (DSC).EESL reserves the right to verify original copies of scanned documents uploaded by bidders. EESL may seek additional documentary evidence on their technical proposals which the bidders shall provide either online using the e-Procurement or in manual form.</p> <p>Bidder shall upload financial bid details in the prescribed slots only and is liable to be disqualified when financial bid details are wrongly uploaded in the e-Tendering system and visible subsequent to opening of technical envelope.</p> <p>Should there be any discrepancy between scanned copy of the bid security and the original submitted by bidder EESL will verify compliance of the bid security to tender requirements as per the original bid security submitted by bidder.</p> <p>Should there be any discrepancy between scanned copy of the tender document fees and the original submitted by bidder EESL will verify compliance of the tender document fees to tender requirements as per the original tender document fees submitted by bidder.</p> <p>Tender Time Schedule (Key Dates):</p> <table><tr><td>1</td><td>Date of Online Publication</td><td>19.04.2020</td></tr><tr><td>2</td><td>Start Date of downloading of Bid Document</td><td>19.04.2020</td></tr><tr><td>3</td><td>Pre Bid Meeting Date</td><td>11.05.2020 @1100 hrs IST</td></tr><tr><td>4</td><td>Date & time for start of online submission of Bids</td><td>14.05.2020 @1100 hrs IST</td></tr><tr><td>5</td><td>Deadline for submission of the original documents as required in the sub-clause ITB 11 of Section 2: Bid Data Sheet of Bid Document</td><td>04.06.2020 @ 1100 hrs IST</td></tr><tr><td>6</td><td>Deadline for online submission of Bids.</td><td>04.06.2020 @ 1400 hrs IST</td></tr><tr><td>7</td><td>Date of opening of Technical bids</td><td>04.06.2020 @ 1430 hrs IST</td></tr><tr><td>8</td><td>Date of opening of Price bids</td><td>Shall be intimated to all technically responsive bidders later.</td></tr></table>	1	Date of Online Publication	19.04.2020	2	Start Date of downloading of Bid Document	19.04.2020	3	Pre Bid Meeting Date	11.05.2020 @1100 hrs IST	4	Date & time for start of online submission of Bids	14.05.2020 @1100 hrs IST	5	Deadline for submission of the original documents as required in the sub-clause ITB 11 of Section 2: Bid Data Sheet of Bid Document	04.06.2020 @ 1100 hrs IST	6	Deadline for online submission of Bids.	04.06.2020 @ 1400 hrs IST	7	Date of opening of Technical bids	04.06.2020 @ 1430 hrs IST	8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.
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8	Date of opening of Price bids	Shall be intimated to all technically responsive bidders later.																							
ITB 23.2 23.323.4 & 23.5	Not applicable to electronic bid submission																								
ITB 24.1	Replace ITB 24.1 with the following:																								

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	<p>The Bidder shall submit its bid before expiry of the date and time for bid submission as specified in the e-Tendering platform. The system will automatically lock the tender as per the server clock. The Time followed in the portal is ordinarily as per Indian Standard Time (IST) which is GMT +5:30 hours.</p> <p>Bid opening date specified in the e-Procurement site shall be taken as the final date. Purchaser reserves the right to open bids on or after the announced bid opening date and time specified in the e-Procurement site https://eesl.eproc.in</p> <p>Bid submission and bid opening timelines will be defined as per line e-Procurement server clock only.</p>
ITB 24.3	<p>Add the new sub-clause :</p> <p>The Purchaser will not be held responsible for delay or difficulty faced by the Bidder during online bid submission on account of issues beyond the Purchaser's control.</p>
ITB 25.1	<p>Replace ITB 25.1 with the following:</p> <p>The system will automatically lock the tender and disallow bid submission after the deadline for submission of bids.</p>
ITB 26.1	<p>Replace ITB 26.1 with the following:</p> <p>A Bidder may withdraw or modify its bid – Technical or Price –after it has been submitted and until the bid submission deadline by logging into the e-Tendering platform.</p>
ITB 26.2	<p>Replace ITB 26.2 with the following:</p> <p>Purchaser will not have access to bids withdrawn in accordance with ITB 26.1</p>
ITB 27.1	<p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform. The designated representative of the Bidders may also choose to attend the technical bid opening at –</p> <p>Date: 04.06.2020 Time: 1430 hours IST Location: Office of : CGM-SCM Energy Efficiency Services Ltd. 6th Floor Core 3 Scope Complex Lodhi Road New Delhi-110003</p> <p>The technical bids recorded and opened at the time of opening shall be considered for evaluation.</p> <p>The Letter of Technical Bid shall be initialled by three representatives of the Purchaser attending the bid opening.</p> <p>The Price Bids will remain unopened in the e-procurement website and will remain encrypted until the specified time of its opening.</p>
ITB 27.2	Not applicable to electronic bid submission

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27.3 27.4 & 27.5	
ITB 27.6	<p>Replace the existing sub-clause by the following:</p> <p>Technical bids shall be opened online and the bidders may view the status of technical bid opening online in the e-Tendering platform.</p>
ITB 27.7	<p>Replace the existing sub-clause by the following :</p> <p>Purchaser shall prepare a record of the opening of Technical Bids that shall include as a minimum: the name of the Bidder and whether there are alternative proposals; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
ITB 27.9	<p>Replace the existing sub-clause by the following :</p> <p>The Purchaser will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and their Price Bids will remain encrypted in the e-Tendering portal.</p>
ITB 27.10	<p>Replace the existing sub-clause by the following :</p> <p>Price bids shall be opened online and the bidders may view the status of price bid opening online in the e-Tendering platform.</p> <p>Price Bids will be opened electronically in the presence of at least three authorised officials of Purchaser.</p>
ITB 27.12	<p>Replace the existing sub-clause by the following :</p> <p>The Purchaser shall prepare a record of the opening of Price Bids that shall include as a minimum: the name of the Bidder the Bid Price (per lot if applicable) any discounts and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.</p>
	E. Evaluation and Comparison of Bids
ITB 29.1	<p>Replace the existing sub-clause by the following :</p> <p>To assist in the examination evaluation and comparison of the bids and qualification of the Bidders the Purchaser may at its discretion ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing or may also be via the e-Tendering platform. No change in the prices or substance of the bid shall be sought offered or permitted except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price bids in accordance with ITB 33.</p>
ITB 35.2	Bidder may use credentials of parent/holding company for meeting all the financial



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	requirement. The bidder must demonstrate that the parent company or holding company is liable for it with legal effect (e.g. by providing a guarantee or a "hard" letter of comfort) duly supported by board resolution of holding company.
ITB 37.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices financial and technical data expressed in various currencies into a single currency is: Indian Rupees.</p> <p>The primary source of the selling exchange rate shall be: Reserve Bank of India (RBI) or other than RBI if the Exchange rate is not available with RBI.</p> <p>The date for the selling exchange rate shall be: the day of the deadline for bid submission.</p>
ITB 38.1	A margin of preference shall apply. The application methodology is given in Section 3: Evaluation and Qualification Criteria.
ITB 39.4	Whether Bidders can bid for multiple lots : Yes
ITB 41.1	The quantities or contract value may be increased or decreased up to 20 percent (twenty %) .
ITB 42.3	The details shall be hosted on EESL e-proc site https://eesl.eproc.in
ITB 43	The contract shall be signed at Purchaser's office at New Delhi India
ITB 44.2	<p>Replace the existing sub-clause by the following :</p> <p>At the same time the Purchaser shall upload Award of Contract details in the e- Tendering portal. The Purchaser will publish in the e-Tendering portal or well- known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder and the price it offered as well as the duration and summary scope of the contract awarded. After publication of the award unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who after Publication of contract award requests a debriefing</p>
ITB 47	<p>Add the following clauses :</p> <p>47.1 Bidders shall upload their bid documents in formats which can be opened and read by open standard interfaces.</p> <p>47.2 Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Purchaser reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation.</p> <p>47.3 In case the bidder who wishes to ascertain the grounds on which its bid was made non-responsive may do so by submitting his + appeal offline to the Purchaser. Such a case shall be addressed as per Procurement Guidelines of ADB.</p> <p>47.4 The Purchaser reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Purchaser shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider.</p>

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	<p>47.5 The Purchaser reserves the right to verify original copies of scanned documents uploaded by bidders.</p> <p>47.6 The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened due to virus during tender opening the bid is liable to be rejected.</p> <p>47.7 Only those bids marked as submitted as acknowledged by a bid submission reference at the bid submission time will be considered for evaluation.</p>
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Section 3 - Evaluation and Qualification Criteria

1. Technical Evaluation

1.1 Technical Criteria

The cost of all quantifiable deviations and deficiencies from the technical requirements as specified in Section 6. Schedule Supply shall be evaluated. The Purchaser will make its own assessment of the cost of the deviations or deficiencies for the purpose of ensuring fair comparison of Bids. Such derived cost shall be added to the Bid Price concerned.

2. Qualification Criteria

The following provisions will be applicable for this package.

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies subsidiaries or affiliates that must satisfy these criteria.

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Eligibility for participation by Bidders in terms of nationality conflict of interest status as government-owned enterprise and sanctions either by ADB or other international development institutions.

2.1.2

Bidder(s) should have their own trademark registered BRAND (Lighting System Streetlights) in the Indian market/International market. Proof of trademark registration which is atleast 1 year old from date of floating this tender to be submitted at the time of bid. Non-submission of this document makes the bid liable for rejection.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Bidder should have manufactured tested supplied streetlight fixtures of wattage n!)W and above as per the table below in the preceding three (3) completed Financial Years reckoned from the date of opening of the Bids.

Lot Number	Total Quantity (Nos.)	Minimum Nos. of LED Street Lights manufactured tested and supplied in the preceding three (3) completed Financial Years
Lot-1	233500	117000
Lot-2	233500	117000
Lot-3	473600	237000
Lot-4	478800	240000
Lot-5	478487	240000

Bidder should have a minimum capacity of manufacturing 2500 LED Street Lights per day irrespective of wattages in BOQ.



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For assessment:

- Evidence of above experience shall be submitted in the bid such as certified copy (ies) of Purchase Order(s) Letter of Award(s) Work Order(s) Completion Certificate(s) Delivery Order(s) Sale Receipt(s) etc. Non manufacturing bidders may also submit bids with Manufacturers Authorization in prescribed format given in Section 4 (Bidding Forms) Undertaking about the manufacturing capacity per month (separately for in-house and for each of the source tied-up).

2.2.2 Technical Experience

2.2.2.1 The bidder to confirm that they are in business of manufacturing of LED Street Light Fixtures for the past minimum three (3) as on date of bid opening and shall submit requisite documentary evidences in this regard.

2.2.2.2 The bidder shall submit details of in-house facilities for manufacturing LED Street Lights which shall include in-house SMT wave soldering setup TEST facility for electrical electronic and photometry {essentially C type Gonio-photometer integrating sphere} for measurement of Luminous flux and Luminous Intensity distribution and other testing facilities.

In case bidder envisages outsourcing of manufacturing for supplies under the tender the details as mentioned above pertaining to each of the manufacturer (s) from whom outsourcing is proposed shall be submitted along with a declaration from respective manufacturers that they have tied up with the bidder for the manufacturing of the LED Lights.

Bidders who do not have facility in India for manufacturing LED Street Lighting fixtures shall demonstrate ability to supply and provide warranty/ replacement services in India during the warranty period as per the quoted MSQ in given stipulated supply schedule mentioned in the document.

2.2.2.3 The Bidder MUST have internal testing facility for testing of all electrical photometric calorimetric thermal ingress protection & other safety tests. The manufacturer can tie-up with a certified NABL third party testing laboratory or EPA certified International Lab for testing of luminaire with C Type gonio-photometer suitable for testing street lights will be eligible to bid in this tender. All those vendors who don't have an internal C-type Gonio photometer shall not be eligible to participate for this tender until and unless alternative arrangement is made and demonstrated by them at the time of start of supplies to test manufactured batches in C-type Gonio-photometer. In such a case Bidder to submit undertaking giving details for such an alternative arrangement.

2.2.2.4 The bidder should be registered with ISO 9001:2008 or later standard and shall provide certified copy of the certificate valid as on the date of bid opening.

For assessment bidder to submit self certified copies:

- Certificate of incorporation or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Companies Act 1956 in case of domestic company)



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- Certificate of Factory registration or equivalent certificate under relevant act/reform as applicable in bidder's country (or under Indian Factories Act 1948 in case of domestic company).
- Certificate issued by Registrar of Companies and Article of Association or equivalent documents applicable in their State of Law.
- Relevant certificates related to manufacturing facilities shall also be scanned and uploaded. For example Excise Control Code (ECC No.) Certificate under Indian Factories Act 1948 etc. in case of indigenous bidder shall be provided. In case of foreign bidder equivalent certificates related to having a manufacturing facility shall be uploaded to EESL bid committee's satisfaction.
- Details/documents in support of manufacturing facilities (in-house or of others in case of outsourcing tie-ups) for the following:
 - a. Manufacturing set-up for LED street lights:
 - C-Type Gonio-photometer
 - In-house SMT
 - Wave soldering setup
 - Other facilities if any
- Proof of internal testing facility for LED Street Lights covering all applicable tests as per IS (PO/proof of purchase of testing equipments test reports snapshots of equipments etc.)
- PO/proof of purchase of C-Type Gonio-photometer and copies of running batch test reports from their own C-Type Gonio-photometer.
- ISO 9001:2008 registration (to be submitted at the time of LoI issuance in case bidder is international) and
- Demonstration of ability to supply as mentioned above if applicable.

2.3 Financial Experience:

2.3.1 Historical Financial Performance

The Bidder shall submit copies of audited balance sheets or if not required by the law of the Bidder's country other financial statements acceptable to the Purchaser for the last three (3) years to demonstrate the current soundness of the Bidder's financial position and its long-term profitability.

- 1) The bidder should be profitable in at least Two year out of the preceding three (3) completed financial years i.e. FY 2016-17 FY 2017-18 and FY 2018-19 (out of which one should be FY 2018-19) w.r.t the date of bid opening. In case of international bidder FY 2017 2018 and 2019 shall be considered for above. In case bidders are able to produce Audited Balance Sheet for the year 2019-20 the years to be considered shall be 2017-18, 2018-19 & 2019-20.

Note: Profitability means Profit after tax

- 2) As a minimum the Bidder's net worth calculated as the difference between total assets and total liabilities except shareholders fund should be positive.



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2.3.2 Size of Operation (Average Annual Turnover)

The average annual turnover of the Bidder in the preceding three (3) financial years w.r.t the date of bid opening shall not be less than INR/USD specified in the table below for each lot:


Sr. No	Lot No.	Amount (INR in Crores)	Amount (USD in Millions)*
1	Lot 01	83.00	10.87
2	Lot 02	83.00	10.87
3	Lot 03	83.00	10.87
4	Lot 04	84.00	11.00
5	Lot 05	83.00	10.87

*1USD = 76.29 INR (as on 02.04.2020)

Note:

- Turnover means operating income.
- Other income shall not be considered for arriving at annual turnover
- Financial statement submitted by bidder in currency other than INR shall be converted into either USD or INR using exchange rate applicable for the last date of respective financial statement.

2.3.3 Eligibility & Qualifying Requirements/ Criteria (regarding Holding Company) :

- In case a bidder does not satisfy the financial criteria as stipulated on its own the Holding Company would be required to meet the stipulated respective criteria provided that the Net Worth of such Holding Company as on the last day of preceding financial year is at least equal to or more than the paid- up share capital of the Holding Company. In such an event the bidder would be required to furnish along with its bid a letter of undertaking from the Holding Company supported by a Board resolution as per the format enclosed at Attachment-10 of Section-6 pledging unconditional &  irrevocable financial support for the execution of the contract by the bidder in case of award.
- In view of above either Holding company's or bidder's standalone financial statement will only be considered for evaluation purpose. In any case consolidated financial statement will not be considered for evaluation.

2.4 Other Qualifying Criteria

For assessment bidder to submit self certified copies:

- Copies of the audited financial statements for last three years shall be submitted as proof of turnover.
- Certification of financial statements from a practicing Chartered Accountant if applicable for the preceding financial year.
- Memorandum of Association (if applicable)
- Brand Certificate if any.

EESL reserves the right to inspect the Works of the bidder to assess Manufacturing Capacity Quality Assurance Systems input components and raw material quality along with finished

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product performance testing during pre-bid stage. Inadequate facilities or inadequate resources (required to fulfill the tender requirements) as per the assessment by EESL/ Authorized representatives makes the bid liable for rejection. However post award of work for Pre-Dispatch Inspection EESL shall visit bidder's facility as & when required.



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Part 2: Specific Requirements for the Criteria

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
2.1.1.1 Nationality		
Nationality in accordance with ITB Subclause 4.2.	must meet requirement	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
2.1.1.2 Conflict of Interest		
No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	Technical Bid Submission Sheet
2.1.1.3 ADB Eligibility		
Not having been declared ineligible by ADB as described in ITB Subclause 4.4.	must meet requirement	Technical Bid Submission Sheet
2.1.1.4 Government-Owned Enterprise		
Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
2.1.1.5 United Nations Eligibility		
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	Technical Bid Submission Sheet



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2.1.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
As Above (ref. cl. 2.2.1)	must meet requirement	Form EXP - 1

2.2.2 Technical Experience

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
As Above (ref. cl. 2.2.2)	must meet requirement	Form EXP - 2

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements	Documents
Requirement The Bidder's net worth calculated as the difference between total assets and total liabilities except shareholders fund should be positive.	Single Entity must meet requirement	Submission Requirements Form FIN - 1



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2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
As given in table on pages 43 & 44 above	must meet requirement	Form FIN - 2

2.3.3 Profitability

Criteria	Compliance Requirements	Documents
Requirement	Single Entity	Submission Requirements
The Bidder should not have suffered any financial loss in previous financial year and also should not have suffered loss for more than one (1) year out of the preceding three (3) completed financial years as on date of bid opening.	must meet requirement	Form FIN - 3

Examples of such criteria appear below:

3.1 Adjustment for Scope

3.1.1 Local Handling and Inland Transportation

Bidders are required to include the costs for local handling and inland transportation insurance and other incidental costs for delivery of the goods from the EXW premises or port of entry or border point to Project Site as defined in Section VI Schedule of Supply shall be quoted in the price schedule for related services to be offered from outside and within the purchaser's country provided in Section IV Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in their Bid then these costs will be estimated by the Purchaser on the maximum price quoted for the same by the other bidders for the purpose of ensuring fair comparison of bids and add to bid Price.



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3.1.2 Minor Omissions or Missing Items

The cost of minor omissions or missing items in the scope of supply services etc. shall be added to the Bid Price to allow for Bid comparison on an equal basis. Pursuant to Sub-Clause 31.3 of the Instructions to Bidders the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make the price adjustment of the cost of any nonmaterial nonconformities and omission equal to the highest price quoted for the same item by the other Bidders for the purpose of ensuring fair comparison of bids.

3.2 Adjustment for Deviations from the Terms of Payment

Deviation from the terms of payment as specified in special condition of contract shall not be permitted. Bids deviating from the required terms of payment will be rejected.

3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations in delivery schedule are not permitted. No credit will be given for earlier completion. Bids deviating from the required delivery and completion schedule will be rejected.

3.4 Operating and Maintenance Costs

Operation is not in the scope of the Bidder.

On Project Stores Repair & Maintenance for 7 years is to be quoted by the Bidder. Terms & Conditions of the Repair & maintenance are specified in the Section 6. Work includes actual repair of the light replacement of drivers/ SPDs/ components and testing and re-commissioning of light before handing over to project team.

3.5 Spare Parts

The list of items and quantities of spare parts as per site requirement during the period of operation (7 years) is to be provided by the successful bidder.

3.6 Performance and Productivity of the Goods

As indicated in Section 6.

3.7 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot or a combination of lots or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts. If a Bidder submits successful Bids for multiple lots (lowest evaluated substantially responsive Bids) the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to following qualification criteria:

- Average Annual Turnover
- Financial Resources
- Supply Capacity

EESL also reserves the right to assess the capacity of the bidder based on other balance EESL orders in hand fulfilment track record and assessment of physical production capacity.

3.8 Evaluation Criterion:

- The offers/bids received against the Tender (Lot 1 to Lot 5) shall be first evaluated as per the techno-commercial Qualifying Requirements listed elsewhere in the Tender. Price bids of only those bidder(s) shall be opened who qualify against these techno-commercial requirements.
- Bidders can select the NON-PARTICIPATING lot and click on DELETE option to remove the lot. Bidder has to mandatorily declare the participating lots against this tender as per

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”Declaration Certificate” attached in Section-4 of tender documents. Only price-bid of the declared lots shall be opened subject to acceptance of technical bid.

- Price Bids shall be opened for all the lots simultaneously.
- The price bids shall be evaluated as per the grand-total price of all BOQ items of particular lot i.e. For Indian Bidder Grand total of Schedule 1 and Schedule 3 of a particular lot. For Foreign Bidder Grand total of Schedule 2 and Schedule 3 of a particular lot.
- The illustrative format & notes for price bid shall be referred in Section 4 (Bidding forms).
- With respect to the evaluation for individual Lot & based on the lowest rates arrived the total quantity shall be allocated to LI Bidder. Similar exercise shall be repeated for all the remaining Lots.
- For Indian Bidder: The Indian Bidder has to submit online bids only in the Price Schedule 1 titled “Price Schedule for Goods to Be Offered from Within India” and Price schedule 3 titled “Price Schedule for Related Services to Be Offered from Outside the Purchaser’s Country”
- For International Bidder: The International Bidder has to submit online bids only in the Price Schedule 2 titled “Price Schedule for Goods to Be Offered from Outside India” and Price Schedule 3 titled “Price Schedule for Related Services to be offered from Inside India”.
 - For comparison responsive bids shall be classified in one of the following two groups:
 - (a) **Group A:** bids exclusively offering goods manufactured in the country of the borrower
 - (b) **Group B:** bids offering goods manufactured abroad that have been already imported or that will be directly imported.
 - The price quoted for goods in bids of groups A shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported but shall exclude the sales and similar taxes /GST on the finished product. The price quoted for goods in bids of group B shall be on CIF or CIP (place of destination) which is exclusive of customs duties and other import taxes already paid or to be paid.
 - In the first step all evaluated Bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from group A is the lowest it shall be selected for the award.
 - If as a result of the comparison under paragraph 3 above the lowest evaluated Bid is a Bid from group B the lowest evaluated bid from group B shall be further compared with the lowest evaluated Bid from group A after adding to the evaluated price of goods offered in the Bid from group B for the purpose of this further comparison only an amount equal to 15% of the CIF or CIP bid price. The lowest evaluated Bid determined from this last comparison shall be selected."
- The foreign bidder is responsible for all custom clearance which inter alia comprises of paying loading/ unloading fees at port any commission to be paid or any other incidental fees to be paid to get the material cleared from custom authorities and get it delivered to final destination. However EESL will reimburse only custom duty to foreign bidder on submission of documentary evidences.
- For evaluation purpose: all historical financial data of international bidder shall be converted into INR/USD at the prevailing exchange rate on last date of respective balance sheets of bidder/.(Example: for balance sheet for year 2018 starting from January 1 to December 31 prevailing exchahnge rate of Dec 31 2018 will be considered for conversion into INR/USD)



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- However irrespective of the Lots awarded bidder has to ensure that the project completion period for each Lot is of six months from the date of LoA. If any other unforeseen situation/s arise apart from those mentioned above decision of EESL shall be binding on the Bidders.

3.9 Margin of Preference

Margin of preference shall be apply as defined above.



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Section 4 - Bidding Forms

Table of Forms

TECHNICAL BID SUBMISSION SHEET	
<i>THE BIDDER MUST ACCOMPLISH THE TECHNICAL BID SUBMISSION SHEET ON ITS LETTERHEAD CLEARLY SHOWING THE BIDDER'S COMPLETE NAME AND ADDRESS.</i>	
PRICE BID SUBMISSION SHEET.....	ERROR! BOOKMARK NOT DEFINED.
<i>THE BIDDER MUST ACCOMPLISH THE PRICE BID SUBMISSION SHEET ON ITS LETTERHEAD CLEARLY SHOWING THE BIDDER'S COMPLETE NAME AND ADDRESS.</i>	ERROR! BOOKMARK NOT DEFINED.
TO BE OFFERED FROM WITHIN THE PURCHASER'S COUNTRY.....	
TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY	ERROR! BOOKMARK NOT DEFINED.
FROM OUTSIDE AND WITHIN THE PURCHASER'S COUNTRY	
TABLES OF ADJUSTMENT DATA	ERROR! BOOKMARK NOT DEFINED.
-- NOTE --	80
FORM OF BID-SECURING DECLARATION	ERROR! BOOKMARK NOT DEFINED.
MANUFACTURER'S AUTHORIZATION.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 7 - GENERAL CONDITIONS OF CONTRACT	
SECTION 8 - SPECIAL CONDITIONS OF CONTRACT	



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Technical Bid Submission Sheet

-- Note --

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We the undersigned declare that:

- (a) We have examined and have no reservations to the Bidding Document including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply) the following Goods and Related Services. _____
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm including any subcontractors or suppliers for any part of the Contract have nationalities from eligible countries in accordance with ITB 4.2. _____

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Section 4: Bidding Forms

- (e) We including any subcontractors or suppliers for any part of the contract do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e) other than alternative offers in accordance with the Bidding Document.
- (g) Our firm its affiliates or subsidiaries including any subcontractors or suppliers for any part of the Contract has not been declared ineligible by the ADB under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].
- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____



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Price Bid Submission Sheet

-- Note --

The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We the undersigned declare that:



Signature :-
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Section 4: Bidding Forms

- (a) We have examined and have no reservations to the Bidding Document including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. _____
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply) the following Goods and Related Services. _____
- (c) The total Bid price excluding any discounts offered in item (d) below is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Price Schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted the following discounts shall apply: _____

Methodology of Application of the Discounts: The discounts shall be applied using the following method: _____

- (e) Our bid shall be valid for a period of _____ days from the date fixed for the submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract.

Signature
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



Section 4: Bidding Forms

- (g) The following commissions gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid indicate “none.”)

- (h) We understand that this Bid together with your written acceptance thereof included in your notification of award shall constitute a binding contract between us until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



PRICE BID FORMAT**Price Schedule for Goods to Be Offered from Within India (Schedule 1)****Lot 1 (Gujarat Panjab Uttarpradesh and Uttarakhand)**

(For illustration purpose only; to be filled online only)

Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis
			(in Rs.)	(in Rs.)	(in Rs.)
				(in figure)	(in words)
1	2	3	4	5=2*4	6
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	18250	(Nos.)			
B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 32W (including BIS tolerance))	750	(Nos.)			

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

Section 4: Bidding Forms

C: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	55500	(Nos.)			
D: LED Streetlight fixture to replace 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/85W/(100-120)W HPSV/125 W MV with wattage upper limit of 45W (including BIS tolerance))	14850	(Nos.)			
E: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	74000	(Nos.)			
F: LED Flood Light fixture to replace (2x96W) CFL/ 150W HPSV with wattage upper limit of 70W (including BIS tolerance))	2600	(Nos.)			
G: LED Streetlight fixture to replace 200W/240W/250W	50675	(Nos.)			



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
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User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))					
H: LED Flood light fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	550	(Nos.)			
I: LED Streetlight fixture to replace 250 W HPSV 288W MV with wattage upper limit of 140W (including BIS tolerance))	6550	(Nos.)			
J: LED Streetlight light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	275	(Nos.)			
K: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper	9500	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

limit of 190W (including BIS tolerance))					
Grand Total (A)	233500				

Note:

For Column 4:

- 1) Currency in INR only
- 2) Price shall inclusive of all taxes cess and duties exclusive of GST applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (Schedule 2)**Lot 1 (Gujarat Panjab Uttarpradesh and Uttarakhand)**

Cluster/ Districts Name	Item Name	Proposed Quantity (Nos.)	Country of Origin	Unit Price			Total Price
				Foreign Currency		CIP	Foreign Currency
	1	2	3	4	5		6=2*5
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]							
Lot 1	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	18250					
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 32W (including BIS tolerance))	750					
	C: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	55500					
	D: LED Streetlight fixture to replace 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/85W/(100-120)W HPSV/125 W MV with wattage upper limit of 45W (including BIS tolerance))	14850					
	E: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	74000					

Signature
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

F: LED Flood Light fixture to replace (2x96W) CFL/ 150W HPSV with wattage upper limit of 70W (including BIS tolerance))	2600					
G: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	50675					
H: LED Flood light fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	550					
I: LED Streetlight fixture to replace 250 W HPSV 288W MV with wattage upper limit of 140W (including BIS tolerance))	6550					
J: LED Streetlight light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	275					
K: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	9500					
Grand Total (A)	233500					

Note:

Column 5: Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Price Schedule for Related Services to Be Offered from Outside the Purchaser's Country (Schedule 3)**Lot 1 (Gujarat Panjab Uttarapradesh and Uttarakhand)**

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
B	Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India)	233500	(Nos.)					
C	Comprehensive on-site warranty and free replacement of above LED Lights for 7 years	233500	(Nos.)					
Grand Total (B + C)		233500	(Nos.)					
Grand Total (in words)								

Note:

For Indian bidders: Column 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

For International bidders: Column 6(a) and 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

Price Schedule for Goods to Be Offered from Within India (Schedule 1)

Lot 2 (West Bangal Jharkhand Bihar Delhi)

(For illustration purpose only; to be filled online only)

Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis
			(in Rs.)	(in Rs.)	(in Rs.)
				(in figure)	(in words)
1	2	3	4	5=2*4	6
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	18250	(Nos.)			
B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of	750	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

32W (including BIS tolerance))					
C: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	55500	(Nos.)			
D: LED Streetlight fixture to replace 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/85W/(100-120)W HPSV/125 W MV with wattage upper limit of 45W (including BIS tolerance))	14850	(Nos.)			
E: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	74000	(Nos.)			
F: LED Flood Light fixture to replace (2x96W) CFL/ 150W HPSV with wattage upper limit of 70W (including BIS tolerance))	2600	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

G: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	50675	(Nos.)			
H: LED Flood light fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	550	(Nos.)			
I: LED Streetlight fixture to replace 250 W HPSV 288W MV with wattage upper limit of 140W (including BIS tolerance))	6550	(Nos.)			
J: LED Streetlight light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	275	(Nos.)			
K: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400	9500	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))					
Grand Total (A)	233500				

Note:

For Column 4:

- 1) Currency in INR only
- 2) Price shall inclusive of all taxes cess and duties exclusive of GST applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (Schedule 2)**Lot 2 (West Bangal Jharkhand Bihar & Delhi)**

Cluster/ Districts Name	Item Name	Proposed Quantity (Nos.)	Country of Origin	Unit Price			Total Price
				Foreign Currency		CIP	Foreign Currency
	1	2	3	4	5		6=2*5
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]							
Lot 2	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	18250					
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 32W (including BIS tolerance))	750					
	C: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	55500					
	D: LED Streetlight fixture to replace 96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/85W/(100-120)W HPSV/125 W MV with wattage upper limit of 45W (including BIS tolerance))	14850					
	E: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	74000					

Signature
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

F: LED Flood Light fixture to replace (2x96W) CFL/ 150W HPSV with wattage upper limit of 70W (including BIS tolerance))	2600					
G: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	50675					
H: LED Flood light fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	550					
I: LED Streetlight fixture to replace 250 W HPSV 288W MV with wattage upper limit of 140W (including BIS tolerance))	6550					
J: LED Streetlight light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	275					
K: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	9500					
Grand Total (A)	233500					

Note:

Column 5: Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

Price Schedule for Related Services to Be Offered from Outside the Purchaser's Country (Schedule 3)
Lot 2((West Bangal Jharkhand Bihar & Delhi)

S.No.	Description	Quantity	Unit measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
B	Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India)	233500	(Nos.)					
C	Comprehensive on-site warranty and free replacement of above LED Lights for 7 years	233500	(Nos.)					
Grand Total (B + C)		233500						
Grand Total (in words)								

Note:

For Indian bidders: Column 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

For International bidders: Column 6(a) and 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

Notes applicable to above Price bid Tables:

1. The bidder(s) has to mandatorily quote for all the line items/services/jobs enlisted in the Price Bid Sheet format. Else the bid shall be liable for outright rejection.
2. If there is a discrepancy between the individual unit rates and the total amount the unit rates will prevail.
3. Bid with variable price(s) will not be accepted.
4. Prices once quoted shall remain firm and subject not be subject to any escalation till completion/execution of the contractual assignments/work and till the contract's validity's extension if any.
5. The contractor shall need to be mandatorily registered with the relevant Tax Authority (ies) for the LOA items (services where applicable) and furnish photocopy of their tax registration certificate(s) and PAN along with each Tax invoice.
6. Deposit of all statutory taxes duties levies etc. to government authorities shall be the sole responsibility of the contractor and the contractor shall indemnify EESL for any tax claims/problems etc. with the statutory authority/Government or State authorities.
7. Income tax TDS etc. will be deducted at source by EESL as per government policies.
8. Benefit of any reduction in taxes & duties during the execution of contract shall be passed on to EESL by the implementing partner(s).
9. Applicable taxes duties cess etc. shall be paid on actuals as applicable in the state where the products are delivered provided that the bidder(s) is registered with the relevant tax authorities.
10. The bidder(s) shall comply with all the statutory compliances specifically pertaining to The Legal Metrology Act 2009.
11. Further the bidder(s) must make sure that any compliances to be ensured by EESL are communicated to EESL by the bidder(s) and if required EESL may take assistance from the bidder(s) to execute such compliance(s) and the bidder(s) shall be reimbursed the statutory fee only for performing compliance(s) on behalf of EESL applicable on EESL.
12. Custom duty will not be considered for evaluation purpose.
13. EESL have the rights to accept or reject any bid or part without assigning any reason.
14. Prices quoted shall remain firm for the entire project duration.
15. Bidder(s) shall refer to SCC for details on quantity variation.
16. {Note specific to Price Bid Table B's and C's Columns Nos. 6 (a) and 6 (b)}; In the Price Bid Table the bidder has to quote price EITHER in the Column No. 6 (a) (i.e. Foreign Currency) OR in the Column No. 6 (b) (i.e. Local Currency). If a bidder quotes prices in both these columns then the prices quoted in the Column No. 6 (b) (i.e. Local Currency) only shall prevail and considered for bid evaluation and award.
17. Price Bid table 'Schedule 1' is for domestic bidders and Price Bid table 'Schedule 2' is for international bidders and Price Bid table 'Schedule 3' is common for both domestic and international bidders.

Signature : CN=DEEPAK MITTAL, ST=DELHI, O=D.5.4.17=110003, OU=CONTRACTS AND
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User ID : deepak.mittal
Serial No : F3FA77



PRICE BID FORMAT**Price Schedule for Goods****to Be Offered from Within India (Schedule 1)- for Telengana Gram Panchayat****LOT-3 (Adilabad Asifabad Nirmal Nizamabad Jagtial Mancheria Peddapalle Kamareddy Rajanna Sircilla Karimnagar Medak)**

(For illustration purpose only; to be filled online only)

Cluster/ Districts Name	Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST (IGST/CGST/SGST/UT GST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGS T) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UT GST) on FOR destination basis
				(in Rs.)	(in Rs.)	(in Rs.)
					(in figure)	(in words)
	1	2	3	4	5=2*4	6
	Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
1)Adilabad 2)Asifabad 3) Nirmal 4)Nizamabad 5)Jagtial 6)Mancheria 7) Peddapalle 8) Kamareddy 9) Rajanna Sircilla	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	410000	(Nos.)			
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage	34000	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

10) Karimnagar	upper limit of 35W (including BIS tolerance))					
11) Medak						
	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	21200	(Nos.)			
	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	4200	(Nos.)			
	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	4200	(Nos.)			
	Grand Total (A)	473600				

Note:

For Column 4:

- 1) Currency in INR only
- 2) Price shall inclusive of all taxes cess and duties exclusive of GST applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Price Schedule for Goods
to Be Offered from Outside the Purchaser's Country (Schedule 2) for Telengana Gram Panchayat
LOT-3 (Adilabad Asifabad Nirmal Nizamabad Jagtial Mancherial Peddapalle Kamareddy Rajanna Sircilla Karimnagar & Medak)

Cluster/ Districts Name	Item Name	Proposed Quantity (Nos.)	Country of Origin	Unit Price		Total Price
				Foreign Currency	CIP	Foreign Currency
1	2	3	4	5	6=2*5	
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]						
1)Adilabad 2)Asifabad 3) Nirmal 4)Nizamabad 5)Jagtial 6)Mancherial 7) Peddapalle 8) Kamareddy 9) Rajanna Sircilla 10) Karimnagar 11) Medak	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	410000				
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	34000				
	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	21200				
	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	4200				
	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	4200				
	Grand Total (A)	473600				

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

Note:

Column 5: Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.

Price Schedule for Related Services to Be Offered from Outside the Purchaser's Country (Schedule 3) for Telengana Gram Panchayat LOT-3 (Adilabad Asifabad Nirmal Nizamabad Jagtial Mancheria Peddapalle Kamareddy Rajanna Sircilla Karimnagar & Medak)

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
A	Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside the India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India)	473600	(Nos.)					
B	Comprehensive on-site warranty and free replacement of above LED Lights for 7 years	473600	(Nos.)					
Grand Total (A + B)		473600						
Grand Total (in words)								

Note:

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

For Indian bidders: Column 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

For International bidders: Column 6(a) and 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

PRICE BID FORMAT

Price Schedule for Goods

to Be Offered from Within India (Schedule 1)- for Telengana Gram Panchayat

LOT-4 (Jayashankar Bhupalpally Mulugu Bhadradi Kothagudem Warangal Urban Warangal Rural Mahabubabad Khammam Suryapet Jangaon Siddipet)

Cluster/ Districts Name	Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST (IGST/CGST/SGST/ UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/ T) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/ UTGST) on FOR destination basis
				(in Rs.)	(in Rs.)	(in Rs.)
					(in figure)	(in words)
1		2	3	4	5=2*4	6
	Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
1) Jayashankar Bhupalpally 2) Mulugu	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with	415000	(Nos.)			

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

3) Bhadradi Kothagudem	wattage upper limit of 18W (including BIS tolerance))					
4) Warangal Urban						
5)Warangal Rural	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	34000	(Nos.)			
6) Mahabubabad						
7) Khammam	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	21200	(Nos.)			
8) Suryapet						
9) Jangaon	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	4300	(Nos.)			
10)Siddipet	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limitof 190W (including BIS tolerance))	4300	(Nos.)			
	Grand Total (A)	478800				

Note:

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

For Column 4:

- 1) Currency in INR only
- 2) Price shall inclusive of all taxes cess and duties exclusive of GST applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

**Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (Schedule 2) for Telengana Gram Panchayat
LOT-4 (Jayashankar Bhupalpally Mulugu Bhadradi Kothagudem Warangal Urban Warangal Rural Mahabubabad Khammam Suryapet Jangaon
& Siddipet)**

Cluster/ Districts Name	Item Name	Proposed Quantity (Nos.)	Country of Origin	Unit Price			Total Price
				Foreign Currency		CIP	Foreign Currenc y
1		2	3	4	5		6=2*5
Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]							
1) Jayashankar Bhupalpally 2) Mulugu 3) Bhadradi Kothagudem 4) Warangal Urban 5) Warangal Rural 6) Mahabubabad 7) Khammam 8) Suryapet 9) Jangaon 10) Siddipet	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	415000					
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	34000					
	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	21200					
	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	4300					
	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	4300					
	Grand Total (A)	478800					

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Note:

Column 5: Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.

Price Schedule for Related Services to Be Offered from Outside the Purchaser's Country (Schedule 3) for Telengana Gram Panchayat

LOT-4 (Jayashankar Bhupalpally Mulugu Bhadradi Kothagudem Warangal Urban Warangal Rural Mahabubabad Khammam Suryapet Jangaon and Siddipet)

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
B	Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside the India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India)	478800	(Nos.)					
C	Comprehensive on-site warranty and free replacement of above LED Lights for 7 years	478800	(Nos.)					
Grand Total (B + C)		478800						
Grand Total (in words)								

Note:

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

For Indian bidders: Column 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

For International bidders: Column 6(a) and 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

PRICE BID FORMAT

Price Schedule for Goods to Be Offered from Within India (Schedule 1)- for Telengana Gram Panchayat

LOT-5 (Jogulamba Gadwal Wanaparthy NagarKurnool Nalgonda Yadadri Bhuvanagiri Rangareddy Medchel Malkajgiri Sangareddy Vikarabad Narayanpet and Mahabubnagar)

Cluster/ Districts Name	Item Name	Proposed Quantity	Unit of measurement	Base Price per unit exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis	Total exclusive of GST (IGST/CGST/SGST/UTGST) on FOR destination basis
				(in Rs.)	(in Rs.)	(in Rs.)
					(in figure)	(in words)
	1	2	3	4	5=2*4	6
	Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
1) Jogulamba Gadwal 2) Wanaparthy	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance))	414592	(Nos.)			

Section 4: Bidding Forms

3) NagarKurnool 4) Nalgonda 5) Yadadri Bhuvanagiri 6) Rangareddy 7) Medchel	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	34024	(Nos.)			
Malkajgiri 8) Sangareddy 9) Vikarabad 10) Narayanpet	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance))	21365	(Nos.)			
11) Mahabubnagar	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance))	4253	(Nos.)			
	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini- HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance))	4253	(Nos.)			
	Grand Total (A)	478487				

Note:

For Column 4:

- 1) Currency in INR only
- 2) Price shall inclusive of all taxes cess and duties exclusive of GST applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

**Price Schedule for Goods to Be Offered from Outside the Purchaser's Country (Schedule 2) for Telengana Gram Panchayat
LOT-5 (Jogulamba Gadwal Wanaparthy NagarKurnool Nalgonda Yadadri Bhuvanagiri Rangareddy Medchel Malkajgiri Sangareddy Vikarabad
Narayanpet & Mahabubnagar)**

Cluster/ Districts Name	Item Name	Proposed Quantity (Nos.)	Country of Origin	Unit Price		Total Price
				Foreign Currency	CIP	Foreign Currency
	1	2	3	4	5	6=2*5
	Supply of LED Street Light and Fixtures and Other Related Works [as per Technical Specifications defined in Scope of Work]					
1)Jogulamba Gadwal 2) Wanaparthy 3) NagarKurnool 4) Nalgonda 5)Yadadri Bhuvanagiri 6) Rangareddy 7)Medchel Malkajgiri 8) Sangareddy 9) Vikarabad 10) Narayanpet 11) Mahabubnagar	A: LED Streetlight fixture to replace 100W ICL/36W T5/ 40W T5/40 W FTL /35W/36W/40W/45W CFL with wattage upper limit of 18W (including BIS tolerance)	414592				
	B: LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV with wattage upper limit of 35W (including BIS tolerance))	34024				
	D: LED Streetlight fixture to replace (2 X 96W) CFL/150W HPSV with wattage upper limit of 70W (including BIS tolerance)	21365				
	F: LED Streetlight fixture to replace 200W/240W/250W HPSV/250W MH with wattage upper limit of 110W (including BIS tolerance)	4253				
	J: LED Flood light fixture to replace 400W/480W HPSV/400 Mini-HM/400 HM/400W/500W/576W MH with wattage upper limit of 190W (including BIS tolerance)	4253				
	Grand Total (A)	478487				

Signature :-
Subject :- DEEPAK MITTAL, ST-DELHI, QID-2.5.4.17-110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Note:

Column 5: Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Supply of material if the Contract is awarded to the Bidder.

Price Schedule for Related Services to Be Offered

from Outside the Purchaser's Country (Schedule 3) for Telengana Gram Panchayat

LOT-5 (Jogulamba Gadwal Wanaparthi NagarKurnool Nalgonda Yadadri Bhuvanagiri Rangareddy Medchel Malkajgiri Sangareddy Vikarabad Narayanpet & Mahabubnagar)

S.No.	Description	Quantity	Unit of measurement	Country of origin	Unit Price		Total Price	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4	5	6(a)	6(b)	7(a)=6(a) X 3	7(b)= 6(b) X 3
B	Cost of Local handling transportation and insurance and unloading at site (cost from port of entry including but not limited to port clearance loading and unloading etc. to the final destination for goods from outside the India and cost from factory including but not limited to loading unloading etc. to the final destination for goods from inside India)	478487	(Nos.)					
C	Comprehensive on-site warranty and free replacement of above LED Lights for 7 years	478487	(Nos.)					
Grand Total (B + C)		478487						
Grand Total (in words)								

Note:

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



For Indian bidders: Column 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

For International bidders: Column 6(a) and 6(b): Prices are to be quoted inclusive of all taxes cess and duties exclusive of GST and Custom Duty only applicable in the Purchaser's country and payable on the Related Services if the Contract is awarded to the Bidder.

Form of Bid Security

*[insert bank's name and address of issuing branch or office]*¹

Beneficiary: *[insert name and address of purchaser]*

Date: *[insert date]*

Bid Guarantee No.: *[insert number]*

We have been informed that *[insert name of the bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore we understand that according to your conditions bids must be supported by a bid guarantee.

At the request of the Bidder we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security in accordance with the ITB.

¹ All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

Section 4: Bidding Forms

This guarantee will expire: (a) if the Bidder is the successful Bidder upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder or (ii) 28 days after the expiration of the Bidder's bid.

Consequently any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 458.²

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

-- Note --

In case of a joint venture / consortium the bid security must be in the name of all partners / members to the joint venture / consortium that submits the bid.

²

Or 758 as applicable

Subject : EN-DEEPAK MITTAL, ST=DELHI, QID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



Manufacturer's Authorization

Date: *[insert date (as day month and year) of bid submission]*

ICB No.: *[insert number of bidding process]*

To: *[insert complete name of purchaser]*

WHEREAS

We *[insert complete name of manufacturer]* who are official manufacturers of *[insert type of goods manufactured]* having factories at *[insert full address of manufacturer's factories]* do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods manufactured by us *[insert name and/or brief description of the goods]* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of manufacturer]*

Dated on _____ day of _____ *[insert date of signing]*

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



Section 4: Bidding Forms

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid if so indicated in the BDS.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

DEVIATION CERTIFICATE

-- Note --

The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____

ICB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To

The General Manager (Technical)

Energy

Efficiency

Services

Limited

A-14 1st Floor PDIL Bhawan

Sector - 1 Noida-201301

Gautam Budh Nagar

Uttar Pradesh India

Dear Sir

The following are the deviations and variations from and exceptions to the terms conditions and specification of the bidding documents for IFB/RL No. _____. These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations the entire work shall be performed as per your specifications and conditions of bidding documents. Further we agree that additional conditions variations deviations if any found in the proposal documents other than those stated in this Attachment save those pertaining to any rebates offered shall not be given effect to:

Section/ Part/	Clause No.	Page No.	Statement of Deviations/	Cost of withdrawal
-------------------	---------------	-------------	-----------------------------	--------------------

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



Section 4: Bidding Forms

Chapter

Variations

A. COMMERCIAL DEVIATIONS :

B. TECHNICAL DEVIATIONS :

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, O=D.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name (Lead Member in case of Consortium)	
In case of Joint Venture / Consortium legal name of each partner	
Bidder's country of constitution (Lead Member in case of Consortium)	
Bidder's year of constitution (Lead Member in case of Consortium)	
Bidder's legal address in country of constitution (Lead Member in case of Consortium)	
Bidder's authorized representative (name address telephone numbers fax numbers and e-mail address)	

Signature :-
 Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
 PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
 User ID : deepak.mittal
 Serial No : F3FA77

Section 4: Bidding Forms

Attached are copies of the following documents:

- ☐ 1. In case of single entity articles of incorporation or constitution of the legal entity named above in accordance with ITB 4.1 and ITB 4.2
- ☐ 2. Authorization to represent the firm or Joint Venture or Consortium named above in accordance with ITB 22.2
- ☐ 3. In case of Joint Venture letter of intent to form Joint Venture or Joint Venture agreement in accordance with ITB 4.1
- ☐ 4. In case of a government-owned enterprise any additional documents not covered under 1 above required to comply with ITB 4.5



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Form ELI - 2: Joint Venture / Consortium Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name (Lead Member in case - of Consortium)	
Joint Venture / Consortium Partner's legal name	
Joint Venture / Consortium Partner's country of constitution	
Joint Venture / Consortium Partner's year of constitution	
Joint Venture / Consortium Partner's legal address in country of constitution	
Joint Venture / Consortium Partner's authorized representative information (name address telephone numbers fax numbers and e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above in accordance with ITB 4.1 and ITB 4.2 <input type="checkbox"/> 2. Authorization to represent the firm named above in accordance with ITB 22.2 <input type="checkbox"/> 3. In the case of government-owned enterprise documents establishing legal and financial autonomy and compliance with commercial law in accordance with ITB 4.5 	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

Signature
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77



Section 4: Bidding Forms

In case of joint ventures / consortiums each Joint Venture / consortium Partner must fill out this form separately and provide the Joint Venture / Consortium Partner name below:

Joint Venture / Consortium Partner: _____

Pending Litigation and Arbitration			
Choose one of the following:			
<input type="checkbox"/> No pending litigation and arbitration.			
<input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture / Consortium member if Bidder is a Joint Venture / Consortium).			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Section 4: Bidding Forms

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier	
Total Supply Quantity	(in Nos.)	
If partner in a joint venture or consortium specify participation of total contract amount	Percent of Total	In Nos.
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		



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Section 4: Bidding Forms

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in accordance with Criterion 2.2.2 of Section 3	
The bidder to confirm that they are in business of manufacturing of Street Lights for the past minimum three (3) as on date of bid opening.	
The bidder should have minimum 5 models of each rating of each type of Street Light as on the date of bid opening.	
The bidder should be registered with ISO 9001:2008 standard.	
Description of the similarity in accordance with Criterion 2.2.2 of Section 3	

Form FIN - 1: Historical Financial Performance

Signature -
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Section 4: Bidding Forms

Each Bidder must fill out this form.

In case of joint ventures / consortium each Partner / Member must fill out this form separately and provide the Joint Venture Partner / Consortium Member name below:

Joint Venture Partner / Consortium Member: _____

Financial Data for Previous ____ Years [INR Equivalent]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities excluding shareholders fund (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA – CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures / consortium member to the corresponding Joint Venture Partner / Consortium Member's FIN-3.
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Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes and income statements) for the last ____ years as indicated above complying with the following conditions:

- Unless otherwise required by Section 3 of the Bidding Documents all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies subsidiaries or affiliates.
- Historical financial statements must be audited by a certified accountant.
- Historical financial statements must be complete including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).



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Average Annual Turnover)

Annual Turnover of the Bidder or each member of a Joint Venture / Consortium Member in terms of the amounts billed
gross or completed converted to Indian Rupees at the specified exchange rate.

Each Partner / Member must fill out this form separately and provide the Joint Venture Partner / Consortium Member name

Number: _____

Turnover Data for the Last . . . Years		
Amount Currency	Exchange Rate	INR Equivalent
Average Annual Turnover (AAT)		



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such as working capital liquid assets³ lines of credit and other financial resources (other than any contractual advance
requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial resources	
Source of financing	Amount (INR equivalent)

Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.



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Section 5: Eligible Countries

Section 5 - Eligible Countries

There is no country restriction and universal procurement will apply.



Signature :-
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- **Schedule of Supply**

1. **SCOPE OF WORK and Special Terms and Conditions**

1. **SCOPE OF WORK :**

The brief scope of work essentially consists of following: -

- Design Manufacturing Testing and Supply Transportation Insurance Loading and Unloading Storage Handling Accounting (including reverse supply chain) Comprehensive on-project stores Warranty of LED streetlights for 7 years other related works & documentation of LED Street Lights as per Tender Terms and Conditions
- Servicing warranty redemptions as well as providing light spares like drivers and SPD and other components
- Selection of suitable SPD in line with the Technical Specifications and required due diligence of capability and coordination testing of the product with each wattage offered
- Storage and Management of Inventory in two locations of each Lot as per requirements of EESL Project In-charge as well as providing daily inventory MIS at Plant and Stores
- Successful bidder has to deploy Project Manager at each Cluster for daily coordination.
- Six-Monthly Training/ Refresher course to Project Team Contractor Staff or ULB technicians for carrying out on-site installation & repairs of LED Street Lights.
- Successful bidder shall maintain/replenish sufficient spares (drivers & SPDs etc..) stock of each type of Luminaires at respective site (5% of the supplied quantity at each location) through-out the warranty period with no cost escalation for rectification and speedy resolution of failed LED light. In case of shortfall of spares in each quarter within 5 days from the date of intimation from EESL a notional penalty of Rs. 100000 per month shall be charged by EESL. In case bidder failed to maintain the spares even after the intimation of EESL a sum equivalent to 0.5% penalty on every week of delay (after one month) and there of subject to a maximum 5% of the total value of the contract of respective awarded lot and the same will deducted from the payments due annually to bidder.
- Bidder has to submit the Quarter wise Performance certificate regarding the same from the EESL EIC to claim their annual warranty amount.

A. **Design Manufacture Test Supply and Warranty of LED Street Lights:**

- i. Bidder has to design manufacture test supply and provides 7 years replacement warranty of LED Street Lights based on the quantity as per BOQ where bidder has to repair the luminaire and also manufacturer has to visit the DIC vendor warehouse for repairing of streetlight by replacing the spare parts at the site as well as replacement of old fixture with new fixture if the fixture is not repairable. The technical specifications of the LED Luminaires to be supplied shall comply with the requirements given under Chapter “Technical Specifications” which forms part of the subject Tender documents.
- ii. The Bidder shall supply the entire Luminaire LED Luminaire and part components of the Luminaires including other related item to the district store/depot of selected “Implementation Contractor” of EESL for Project execution & maintenance. The receipt of delivered material at the district store/depot (to be intimated by the Implementation Contractor) shall serve as the proof of material supplied to the designated location. Each consignment of material(s) receipt by the Implementation Contractor shall be duly certified by the representative of Project Management Consultancy (PMC)/EESL.



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- iii. Insurance: The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition transportation storage delivery. For delivery of goods at site the insurance shall be obtained by the Bidder for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes
- iv. Transportation storage Demurrage/Wharfage Etc.: Bidder has to supply the material at designated site/ULB as per the direction of EIC of the project. Unloading of material at project site is in scope of bidder. Transport to such place of destination in India including insurance as shall be specified in the Contract shall be arranged by the Successful Bidder and the related cost shall be included in the Contract Price.
- v. Change of target locations within the Lots/States: EESL reserves the right to change the target locations within the Lots/States in case of exigencies with variation in quantities subject to the relevant clauses under BOQ as specified under BOQ and no charges shall be payable extra in such a case. EESL is also at liberty to transfer quantities inter-Lots/States across India on need basis and only additional transportation with prior EESL approval on actual bill submission will be paid.
- vi. The specifications of the LED luminaires shall be as given under the Chapter “Technical Specifications” of Tender documents.

Conditions applicable for Sr. no. B & C

- 1. All the Tools and Plants including Special T&P testing and measuring instruments required for the implementation of the project is to be arranged by the bidder and **quoted price shall be inclusive of the same.**
- 2. Since this is a Supply Contract and as installation agencies are different the buy back arrangement is not applicable on light suppliers i.e. bidders in this case.
- 3. Bidder shall ensure proper record of the LED Street Lights supplied. This shall also include the Luminaire serial number supplied on daily/weekly/ monthly basis (as applicable). In addition Bidder shall submit weekly and Monthly Supply Progress Report and Supply Completion Report as directed by EIC. Non-submission of this report will attract a financial penalty to be debited from the payments for bills raised by successful bidder.

B. Warranty of LED Luminaires during Repair & Maintenance phase for the contract period of SEVEN YEARS :

- i. For repair / rectification / replacement of defective components of the Luminaires or entire Luminaire to restore LED Luminaire to glowing condition bidder to supply entire LED Luminaires including replacement for defective components of the Luminaires & all materials required for the same. This shall include tilt-able adapter for angle adjustment (0° - 90°) & wiring/cable of 3 meters per luminaire for connections up to supply tap-off.
Note: Bidder shall be responsible for delivery of all items supplied by them for a period of 7 years. Any extra items other than above will be paid for by EESL separately.
- ii. Bidder shall make proper arrangements for stocking up sufficient materials at their store/depot location specific to ULB/ PSU/ Discom etc. (ref. Annexure –A for store locations) during the contract period for ensuring that the non-glowing/faulty LED Luminaires (excluding the period of non-availability of power supply) shall be brought to glowing condition within a period not exceeding 48 hours & also keeping minimum an uptime of 95% at any point of time throughout the contract period in close coordination with the *Implementation Contractor*. Bidder to ensure that material supplied by them should not be a constraint in fulfilling these conditions failing which the bidder shall be liable to be



penalized on behalf of the **Implementation Contractor** (Ref. Cl.-8).

The store/depot locations mentioned in Annexure-A is indicative & for the purpose of evaluation. However it is on the discretion of the bidder to change store/depot locations as per the site requirements provided the store/depot locations chosen by the bidder should not hinder the pace of day to day repair & maintenance by EESL project.

- iii. For Repair & Maintenance of LED Luminaires the bidder shall coordinate/assist either the firm responsible for installation & maintenance of LED Street Lights or their sub-contractor in respective ULB/PSU/Discoms as applicable. Bidder has to set-up a service center at the Head Quarters in the Districts falling in their respective awarded Lot/State/District.
- iv. Liability to Supply the Luminaires/components in case of theft natural calamities over voltage etc. EESL shall pay to the bidder on establishment of facts beyond the control of the bidder in such events.
- v. If above conditions are not met by the bidder EESL reserves the right to make appropriate deductions from payments.

2. **Bill of Quantity (BOQ) :**

- i. BILL OF QUANTITY (BOQ) IS BROUGHT OUT UNDER ANNEXURE-*.
- ii. The BOQ for the Lights to be replaced provided in the RfP is indicative. BOQ as per RFP shall form the basis for evaluation of Price Bids and shall constitute LOA Quantity.
- iii. EESL reserves the right for variation in BOQ or contract value up to +/-20% irrespective of wattages. Prices as per LOA shall be applicable for the revised quantity within the limits of variation specified.

For additional quantities of all items up to 10% of total LOA quantity EIC may inform the bidder in writing after obtaining necessary internal approvals. However payment for additional quantity shall be processed only after issue of suitable amendment to LOA. For additional quantities over and above 10% of total LOA quantity the same shall be applicable only after issue of an amendment to LOA by Contracts Department.

After supply of 50% of LOA quantity Bidder shall normally dispatch further supplies only after obtaining written clearance from EIC to avoid unnecessary stocking at site particularly. Dispatches beyond 80% of LOA quantity shall be made only after obtaining prior written concurrence of EIC considering the provision for quantity variation up to +/-20%.

- iv. Cables / wires (PVC insulated as per IS:694 ISI marked or equivalent) for connection from Luminaire to Overhead conductor / Underground Power supply cable: Cable/wires (each for phase and Neutral) minimum 3 m per light for entire BOQ is in the scope of supply of successful bidder and NO CHARGES ARE PAYABLE EXTRA. Cable coming out of housing should be minimum of 3 meter in length and it should be made of Aluminium Cable should be 3C X 2.5 sqmm.
- v. Tilt-able adapter for adjustment of boom angle (0° - 90°) which shall fit to any size of the arm. Supplies without tiltable adaptor mounted on light housing shall be rejected.

3. **Period and Supply schedule**

- A. All the allocated quantity must be offered for PDI within 15 days from the date of EESL allocation/PO and Allocated quantity must be dispatched within 2 days after PDI clearance. Lorry Receipt (LR) duly signed & sealed with date of receipt by EESL Representative / Implementation contractor will be considered as date of delivery for LD purpose.

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In case of delay in offering of PDI by the vendor more than 15 days for For Lot-1 Lot-2 Lot-3 Lot-4 and Lot-5 from the date of allocation then the LD will be applicable from 16th day to the date of receipt.

Also in case of PDI failure during inspection final clearance date will be considered as the executing date. If the executing date is after 16 days of allocation date LD will be applicable for the delay from 16th day to the date of issuance of LR.



Contract Validity for the awarded quantity under For Lot-1 Lot-2 Lot-3 Lot-4 and Lot-5 shall be for a period of 6 months from the date of issuance of LOA.

- B. The period of the contract for the Lot 1 2 3 4 & 5 may be further extended on sole discretion of EESL as per the requirement or may be curtailed/terminated owing to deficiency in services or supply of sub-standard quality of materials on the sole discretion of EESL.
- C. Successful bidder should submit the following documents within 7 days from the date of issuance of LOA/ receipt of LOA
- Successful bidder should submit the **detailed supply plan** within 7 days from the issuance of LOA
 - Receipt of raw-materials from the site-in-charge of vendor.
 - Selection of SPD and Coordination Testing Plan
 - Manufacturing timelines for various activities at works.
 - Submission of Quality Plan.
 - Submission of Type Test Reports
 - Dispatch schedules [fortnightly commitments should be given]


Note: Bidder shall offer the lot for PDI minimum 7 days in advance to enable QA team to assign the officer for PDI well in advance for timely completion of PDI .The manufacturing date for lot offered should not be more than 2 months old.

D. Indicative Supply Schedule



For LOT-1 & 2

1. 30% of the total Awarded Quantity with in 60 days from the date of issuance of LoA.
2. 60% of the total Awarded Quantity with in 90 days from the date of issuance of LoA. 
3. 100% of the total Awarded Quantity with in 180 days from the date of issuance of LoA. 

For LOT-3 4 & 5 (For Telengana Gram Panchayat)

1. 10% of the total Awarded Quantity with in 45 days from the date of issuance of LoA
2. 30% of the total Awarded Quantity with in 75 days from the date of issuance of LoA. 



3. 60% of the total Awarded Quantity with in 90 days from the date of issuance of LoA. 
4. 100% of the total Awarded Quantity with in 120 days from the date of issuance of LoA. 

Note: The material shall be allocated from time to time by EESL through valid PO's (Release Orders) indicating the supply location and quantity. The supplier can improve upon the delivery schedule depending upon his capacity and production rate.

5. Bidders must give sufficient evidence about their readiness to deliver on this commitment indicating availability of ready stock after testing and/ or scheduled dates by which the tendered quantity will be commissioned on site including manufacturing date testing completion date and dispatch date on-site date. EESL shall ensure the release of LOI/ LOA expeditiously. Time Schedule includes the time required for mobilization as well as testing rectifications if any retesting and completion in all respects to the entire satisfaction of the EESL.

In case on any non-compliance of the above EESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk and cost of successful bidder/contractor and recover all such extra cost incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc.

If any other unforeseen situation/s arise apart from those mentioned above decision of EESL shall be binding on the Bidders.

6. Criteria for Performance Measurement of Bidders

The performance of the vendor will be continuously assessed throughout the tenure of project and if it is perceived that the vendor might not be able to meet the project timelines and/or his performance as per the above-mentioned criteria is not up to the mark EESL may cancel the order completely or partly without prejudice to his right at the sole risk and cost of the vendor. Further if vendor is found faltering in supplies and maintenance of Industrial lights in other EESL projects it is EESL's prerogative to short-close this order with strict penalties.

Criteria for the measurement of performance during maintenance period of the contract.

EESL reserves the right to disqualify the bidder from participating in the subsequent tenders based on the performance rating as assessed by EIC.

- Criteria for the measurement of performance during project period of the contract. for each lot:
 - ✓ Receipt of Supplies at onsite - 33% of LoA quantity within 33% of the project duration (timeline)
 - ✓ Receipt of Supplies at onsite - 66% of LoA quantity within 66% of the project duration (timeline)
 - ✓ Receipt of Supplies at onsite - 100% of LoA quantity within 100% of the project duration (timeline)

Note: Bidder shall offer the lot for PDI on a date suitable to enable receipt of supply on site as per the above schedule.

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4. TECHNICAL SPECIFICATIONS OF LED LUMINARIES

a. LED Packages:

- i. Identical Ceramic base High-Power single chip LED Packages quoted below are to be used in all lamps of any given wattage rating (Make Order Code/Part Number Operating current and LUMINOUS EFFICACY at OPERATING CURRENT). Any changes in parameters of LED Packages w.r.t the details given by the bidder in the technical bids will be treated as changes in design and such changes are allowed only with prior written concurrence of EESL. EESL reserves the right to accept the changes in design proposed by bidder post-award if any subject to Type Test for change in design as brought under Clause Quality Plan and Pre-dispatch Inspection. Note- Multi Chip, array multi die mid power integrated arrays and COB type chip are not permitted and supply offered with this type of chip will be rejected.

- ii. Operating current of LED (design) : < 70 % of rated maximum forward current limited to a minimum of 350 mA and maximum of 1000 mA.

Bidder to mention the details of Make and Order Code/Part Number of LEDs along with design operating current.

- iii. Wattage / Luminous efficacy rating:

1. Wattage of LED Package- Design : One Watt Minimum to Five Watt Maximum
2. Wattage - at operating current : One Watt Minimum to Three Watt Maximum
3. Luminous efficacy : >135 Lumens/watt (at operating current (design) and Tj = 85 deg C)

Bidder to specify number of LED Packages which will be provided in each Street Light wattage(to be mentioned for each Street Light rating) along with the wattage and luminous efficacy of LED at operating current & Tj=85 deg C.

- iv. Colour Rendering Index (CRI) : > 70
- v. Correlated Colour Temperature (CCT) : 5000K & 5700K Bin Only (ANSI).
One bidder can use only LEDs from one Bin. Supplies from outside these ANSI Bins shall be rejected.

- vi. Estimated Life span of LEDs : > 50000 hours (at operating current(design) – Ref 1.b Case Temperature of 105 deg C w.r.t Lumen maintenance of 70% refer Clause 4 and 10.2 of

IS:16103).

- vii. Limits of the harmonic current to be as per IS: 16102 (Part 2): 2012 and IEC 61000-3-2 with Total Harmonic Distortion < 10% for the complete fixture.

Note: COB type LED chip is not acceptable.

b. Street Light:

- i. Wattage rating : As per BOQ under Annexure-*
- Bidder to mention the design wattage of Street Lights offered.



- ii. Lumen output : As per BOQ under Annexure-*
- Bidder to mention the design Lumen output of Street Lights offered.
- iii. System Efficacy (lumen/watt) : 110 lumen/watt (minimum)
Refer Annex-* for meeting the Minimum System Efficacy requirement considering the Maximum Wattage (Including BIS Tolerance) & Minimum Lumen Output (Including BIS Tolerance) for individual wattages wise fixtures.
- iv. Operating voltage : 110 - 320V with cut-off protection and self-restart feature in case of over/under-voltage and phase-to-phase voltage (High-Low Cut). If high-low cut-off protection is not provided the Driver should be with a constant light output for a operating range of 120 v - 270 V and should be able to withstand 110 V-320 V for 48 hrs and withstand 440 V for 6 hours.- Light should be operational with in 100 V - 300 V range.
- v. Driver :
1. The Driver must have thermal protection against 75 °C Ambient temperature with internal surge protection of minimum 4 KV.
 2. The driver should be epoxy/ silicone/epoxy-silicone compound potted encapsulated within the light fixture that has separate optical & driver compartments. The fixture with the encapsulated driver inside must be IP-66 compliant. Asphalt based Potting compound is accepted but ONLY ASPHALT is not accepted. The potting material used should be flame resistant and be able to withstand operating field temperatures of above 100 deg C & the compound used should be silicone or technical equivalent in moisture- resistance and insulation resistant to prevent flash-over and leakage current. The compound should be designed such that it provides good thermal dissipation Sound deadening Moisture resistance adhesion & electrical insulation.
 3. Bidder has to ensure to meet all Driver Reliability tests as per RfP. Bidder also to provide spare drivers quantity equal to 10% quantity of the supplied lights quantity with each supply. For CRS registration copy of application or undertaking of having applied/ intent to apply to be submitted as proof at the time of bid submission.



1. Fully Potted (epoxy/ silicone/ epoxy-silicone compound or equivalent) encapsulated universal electronic driver

Registered under the Compulsory Registration Scheme (CRS) (Complied with Sr. No-25: DC or AC supplied Electronic Control Gear for LED Modules (Applicable IS: IS 15885 (Part-2/Sec-13):2012. & IS – 16104 for Performance)

1. The Driver must have thermal protection against 75 °C ambient temperature with internal surge protection of minimum 4 KV.
2. Luminaire along with driver should be IP-66 Compliant.

- vi. Serviceability of LED Luminaire: The driver should be replaceable at site if required. Bidder to provide necessary training to workmen of implementation agency at the time of supplies and during the contract period.
- vii. LED Driver Efficiency: The efficiency shall be more than 85 % in all cases at all times during project period.
- viii. LED Streetlight Validation Test Plan: Bidder may submit internal test reports at the time of bid submission. Original NABL accredited third party laboratory test reports should be compulsory submitted before issuance of LoA for all the test requirement as per RfP.
- ix. Frequency : 50Hz +/- 3%
- x. Power factor : > 0.95
- xi. CRI of Luminaries : > 70
- xii. Housing : Single housing Side entry Corrosion free High Pressure Aluminum die cast/extruded Aluminium grey color corrosion resistant polyester powder coating with separate optical and control gear compartments fixing arrangement – maintenance friendly and a separate compartment in main housing for external SPD . Refer Clause 2.w of the Specifications.
- xiii. Length of LED Luminaire Cable: The length of the three core shielded supply cable for all types of LED luminaires must be minimum of 3 metres.
- xiv. Ambient conditions :
- xv. Ambient Temperature : -10 to +50 Deg C
- xvi. Degree of protection(as per IS:10322) : IP-66 across all wattages
(Original third party test report from NABL accredited lab/International Lab of equivalent accreditation supporting the same shall be furnished at the time of the bid submission). Necessary Guarantee & Warranty certificate must also be submitted at the time of bid submission. (Only single housing fixtures allowed).
- xvii. Lens/Lens module for LEDs: LED Lights shall be provided with Lenses/Lens modules. Lens should be of material resistant to de-gradation during service due to atmospheric components to avoid adverse impact on light output. Lens shall be bolted (and not pasted – However bolted AND pasted/ snap-fit is acceptable) on to the MCPCB above the chips and the lens should be minimum IK07 impact resistant



if it is also used as a lens cover. The type of Lenses suggested to be the following (Applicable for non-dimmable & dimmable LED luminaires). The minimum beam angle to be achieved for street-light applications is 135° along the road and 85° across the road :

1. For 40 W LED street Light and lower – Type 1
2. For above 40 W LED streetlight and below 130 W LED street Light – Type 1 OR 2
3. For above 130 W LED streetlight and below 200 W LED street Light – Type 3
4. For High Bay and Flood Light application of 120 W to 160 W – Type 4
5. For High Bay and Flood Light application of above 160 W – Type 5

All the above types as per IESNA for street lights.

The manufacturer is required to meet the uniformity requirements as per table given below under all circumstances.

- xxviii. Cover Glass / Lens Cover: Glass - Distortion free clear heat resistant toughened UV stabilized glass; Lens Cover – Lens should be of material non-degradable during service due to atmospheric components to avoid adverse impact on light output.
- xix. Cover Frame: Polycarbonate/ Al alloy cover fixed to the housing by means of SS309 stainless steel screws.
- xx. Internal Voltage Surge protection: Relevant clause of internal surge protection in the tender may be referred
- xxi. Applicable Standard: IS:16107 read along with relevant IS Standards referred to within IS:16107
- xxii. Life of the Street Light : > 50000 hours (Refer Clause 10 of IS:16107(Part2/Sec 1)
- xxiii. Luminaire Body Temp should not exceed 30 deg. C from ambient (45 deg. C) with tolerance of 10 deg C after 24 Hrs. (Original third party test report from NABL certified laboratory/International Lab of equivalent accreditation must be submitted at the time of the bid.)
- xxiv. Heat Dissipation/Heat Sink: INSITU/Thermal Test will cover this parameter. Manufacture must submit design/ drawing indicating maximum temperature point on LED array. This value shall not exceed junction temperature of Tj – 85 deg C (Specified in LM 80 report at which life >50000 hrs.)
- xxv. Manufacturer shall submit the Photo Biological Safety Test Report for the LEDs as per IEC 62471 and assessment of blue light as per IEC/TR 62778 — Ed. 1.0 at the time of the bid.
- xxvi. Damage of Light Fittings due to Lightning voltage surges:
In case of voltage surges due to lightning it is expected that lights in the affected circuit will fail in a group and not in an isolated manner. Hence any such failure of lights in a group on account of Lightning surges may be reported to the customer along with circumstantial evidence preferably within 48 hours of such occurrence for the purpose of damage claim. The responsibility for submission of supporting documentation rests with the successful bidder and the role of EESL shall be



limited to facilitation of presentation of such claims by successful bidder to ULB/PSU/Discom.

xxvii. Protection from Voltage surges (SPD) :

Bidders must provide appropriate surge protection arrangement at each Street Light to protect the Street Light from switching surges which are expected/prevalent in Street Light supply networks in India. No claim for failure of Street Light on account of voltage surges other than Lightning surges will be considered.

Additionally as per ANSI C 136.2-2014/ UL-1449/ IEC 61643-11 External Surge protection (SPD) with Thermal Protection (TMOVs) or equivalent thermal protection of minimum 10 kA rating with capability to withstand a minimum of 15 pulses of each 20KV/10KA in all three modes L-N N-E & L-E i.e total 45 pulses of 20 KV with 20 Ohms source impedance for the 10KA current to be separately installed (fixed with screws) within each fixture with IP protection for incoming and outgoing wires on SPD and Light. Alternatively Bidder may provide external SPD inside the driver compartment or special enclosed compartment adjoining the driver compartment or adjoining it with proper fixing (bolting / DIN rail arrangement) for SPD inside. The same shall be certified from independent lab and follow IEC 62305 & IEC 61643-11-2011. Successful Bidder is responsible for right selection of SPD and for providing the Test Certificate of the selected SPD from a NABL Certified Indian/ EPA Certified International Lab at the time of Bid. Successful Bidder is also responsible for getting coordination testing for selected SPD carried out and submit original reports signed by authorized signatory of the SPD manufacturer before start of supplies. The SPDs should be designed and so connected to the street light that in case the SPD fails the power connection to street light is cut-off.

xxviii. Protection from Over Voltage:

The Street Lights should have constant light output for 120 V to 270 V range and shall be suitable for operation within the input supply voltage range of 100-300 V specified. Bidder is also responsible for providing all lights with over/under-voltage protection as well as cut-off and re-start feature in case of phase-to-phase voltage which protects the light from high voltage (High-Low cut). If High-low cut is not provided the light should have a constant light output for a operating range of 120 v - 270 V and should be able to withstand 110 V-320 V for 48 hrs and phase-to-phase voltage (440 V) for a period of minimum 6 hours.- Light should be operational within 100 V - 300 V range.

xxix. Fixing arrangement / Focusing of the Street Lights:

Bidders should make suitable provision/adaptors/adjustment in LED street lights housing suitable on bracket/pole top of existing Pole infrastructure during installation/ replacement/ maintenance to ensure that major portion of light from Street Light is reasonably focused on to the center of the road and not outside the road. Charges for the tiltable adaptor shall be included in the quoted price. Any supplies without this adaptor shall be rejected.

Wiring Connections:

Considering the frequent connection/wire joint failures in case of Street Lights connected to Overhead Aluminum Conductors of supply network in the past from some of the locations in general and coastal areas in particular special focus is

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required to be given in this regard to avoid high number of connection/joint failures which may lead to high number of non-glowing lights on this account and associated maintenance issues(delays and cost) which are avoidable.

Successful bidder shall obtain the details of existing wiring arrangement i.e. either use of aluminum wire from O/H conductor to Street Light or aluminum wire from O/H conductor jointed to copper wire from Street Light. Successful bidder is advised to decide based on their experience information and assessment on the connection arrangement between LED Lights to overhead aluminum conductors of supply network to be adopted. The probability of connection/joint failures in the place of each type of existing connection arrangement considering the issues such as susceptibility of aluminum wire to snapping possibility of corrosion failures of aluminum wires in coastal areas wherever applicable reported problem with aluminum to copper joints etc. may be considered before finalizing the connection arrangement. LED street lights shall be supplied pre-fitted with SPD from factory along with the suitable wire glands/crimped ferrules/thimbles/connectors (for Copper-to-Copper connections) and bi-metallic connectors on supply/ phase jumper-side as per the connection arrangement decided by the successful bidder.

The sample connection arrangement as specified above need to be shown by vendors on actual lights to EESL at the time of pre-bid. Supplies offered without specified wire length SPD tilting arrangement and without bi-metallic 3-wire terminal to accept 3 sq mm wire shall be rejected

- xxx. The Street Light casing shall carry EESL label as per the details approved by EESL.
- xxxi. Each Street Light casing shall be provided with a unique serial number embossed or printed in metal.
- xxxii. The Luminaire casing shall carry EESL labels in EESL approved requisite sizing as to ensure clear visibility from the ground level below the light (i.e. from a vertical distance of 6-12 M).
- xxxiii. EESL reserves the right to ascertain conformance to IS:1944 w.r.t Illumination levels where Road-Pole configuration is meeting NLC. Light Uniformity Ratio (E_{min}/E_{avg}) shall be as per IS 1944 based on category of road. EESL shall evaluate the performance of offered lights with the IES Files generated and those Bids with non-complying fixtures are liable to be rejected.
- xxxiv. The Street Light shall be built in such a way that it can withstand wind speed of 150 Kmph. NABL accredited lab report as per as per IEC/ES: 62262:2002 or International Lab of equivalent accreditation supporting the same shall be furnished by the manufacturer. (Impact resistance \geq IK07)
- xxxv. Variation in Driver output (Voltage & Current) at 110V and 320V w.r.t values at rated Voltage of 240V shall be within permissible limits as per IS: 16104(Cl: 7.2)



Annexure – A1**Bill of Quantity (BOQ) for LED Street Lights**

Minimum Technical Requirement for Offered LED Street Lights				Quantities of LED Luminaires to be Supplied
Sr. No.	Conventional Streetlight Fixtures to be Replaced***	*Rated Lumen Output requirement for LED Luminaires	Maximum Upper Wattage Limit for LED Luminaires (Including BIS Tolerance)	Quantities of LED Luminaires to be supplied
		(+/- 10% tolerance in total output)		
1	LED Streetlight fixture to replace 100W ICL/	2000 Lm	18W LED SL	1276092
	36W T5/ 40W T5/			
	40W FTL/			
	35W/36W/40W/45W CFL			
2	LED Streetlight fixture to replace 200W GLS/ 70W/72W/75W/80W/85W CFL/70W HPSV	2000 Lm	32W LED SL	1500
3	LED Streetlight fixture to replace 200W GLS/	4000 Lm	35W LED SL	213024
	70W/72W/75W/80W/85W CFL/			
	70W HPSV			
4	LED Streetlight fixture to replace 96W/ (4 X 24W) T5/	5000 Lm	45W LED SL	29700
	90W/100W/(4 X 24W) CFL/			
	85W/(100-120)W HPSV/			
	125W MV/			

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Section 6: Schedule of Supply

5	LED Streetlight fixture to replace (2 X 96W) CFL/	8000 Lm	70W LED SL	211765
	150W HPSV			
6	LED Streetlight fixture to replace	13500 Lm	110W LED SL	114103
	200W/240W/250W HPSV/			
	250W MH			
7	LED Streetlight fixture to replace 250W HPSV/	16000 Lm	140W LED SL	13100
	250W MH/288W MV			
8	LED Streetlight Fixture to replace 250W HPSV	16000Lm	190W LED SL	550
TOTAL FIXTURES				1859834



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Bill of Quantity (BOQ) for LED Flood Lights

Minimum Technical Requirement for Offered LED Flood Lights				Quantities of LED Luminaires to be Supplied
Sr. No.	Conventional Flood Light Fixtures to be Replaced***	*Rated Lumen Output requirement for LED Luminaires (+/- 10% tolerance in total output)	Maximum Upper Wattage Limit for LED Luminaires (Including BIS Tolerance)	Quantities of LED Luminaires to be supplied
1	LED Floodlight fixture to replace (2 X 96W) CFL/ 150W HPSV	8000 Lm	70W LED FL	5200
2	LED Flood light fixture to replace 200W/240W/250W HPSV/ 250W MH	13500 Lm	110W LED FL	1100
3	LED Floodlight fixture to replace 400W/480W HPSV/400W Mini HM/400W HM/400W/500W/576W MH	23000 Lm	190W LED FL	31753
TOTAL FIXTURES				38053

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Stage wise Quality Check Test for Successful Bidder: Pre-Dispatch/During Installation

Sl. No.	Test Details	Sample Qty. / Test Condition
1	Lighting testing 1. Electrical (System Power Power Factor Supply Current) and Photometric (System Luminous Flux System Efficacy) and Colorimetric (CCT CRI Co-Ordinate) measurement as per IS/16106 : 2012	1
2	Illuminance (Uniformity Verification (using IES file data) as per tender	
3	Lighting testing Operating Voltage Range and Test for Constant Light Output as per tender	
4	Lighting testing Measurement of Supply Current Total Harmonic Distortion (THD) as per tender	
5	Lighting testing LED Driver Current and Efficiency as per tender	
6	Lighting testing Thermal IN SITU test (luminaire body Led shoulder point and LED driver case temperature) for 24 hrs as per tender	1
7	Lighting testing Type testing as per IS 10322 Part-5 Section-3/ IEC-60598-2-3(include Safety Reliability IP tests)	
8	Lighting testing Surge Testing at 4kV as per tender	1

NOTE: -

1. Field Samples will be taken in presence of Vendor during the implementation of project and will be signed by vendor at same place.
2. EESL or their authorized representative is free to draw samples after start of supplies from the supplied quantity and subject the same to test in a NABL Accredited Lab/International Lab of equivalent accreditation. EESL will absorb the cost of testing of such sample. The decision of EESL on the same shall be binding on the vendor. Failure of the sample will invite strict penalty and disqualify the vendor from future tenders.
3. EESL is also at liberty to inspect the Works of the bidder to assess Manufacturing Capacity Quality Assurance Systems input components and raw material quality along with finished product performance testing. Equivalent International Standards shall be applicable for International Bids in place of IS Standards as and where mentioned in the Bid document.

Annexure – XX**Reliability Test Checklist**

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	Test Description	Reference standard	Test condition with driver installed in fixture		Acceptance Criteria
			Condition	Duration	
1	Electrical Parameters Test	IS16104 has been used as reference only. The acceptance criteria are customized for the intended application	@ 25 degrees Ambient; Startup voltage to be recorded; Performance Voltage Range +/- 15% of Rated Voltage of 240 Volts.	15min stabilization time followed by the recording of parameters	
	a. Driver Efficiency				The efficiency shall be more than 85 % in all cases at all times during the test.
	b. THD				<10%
	c. Power Factor				>0.95
	d. Output Current				+/- 5% of rated current
	e. Ripple Current				Below 60 Watts +/- 30% of rated output current >60 Watts +/- 10% of rated output current
2	Low Temperature Ignition Test	N/A	Fixture to be kept at @ -15°C for 2 hours in off condition and then switched on @ Voltage of +/- 15% of Rated Voltage of 240V	2hrs is in off condition for stabilization Total Time 2 hrs 30Min	Fixture should Glow.
3	Over Voltage Application Test	N/A	V-input @ 320V input and 50 degrees ambient for 48Hrs	Test time 48 hours Total Time 50Hrs	Product should not fail and should continue to give its rated performance after the end of the test.
4	Over Voltage Cut Off	N/A	V-input @ 320V gradually increased to > 325 Volts; This test should be performed immediately after the over voltage application test.	If done separately from the overvoltage application test 30min stabilization time @ 50degrees followed by gradual change of voltage.	Fixture should go off above 325 Volts with auto restart between 300 Volts to 315 Volts



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5	Phase to Phase Protection Test	N/A	440Vac @ 35°C	8hrs Total Time 9 Hrs	Product should not fail and should continue to give its rated performance after the end of the test.
6	Under Voltage Test	N/A	@100V @50°C	Test time 48 hours Total Time 50Hrs	Product should not fail and should continue to give its rated performance after the end of the test.
7	Surge Test	IEC 61000-4-5	As per standard; 5 pulses in each mode (L-N L-E N-E) at each phase (90°[+] & 270°[-])	30sec delay between pulses; typical time taken 30min	Product should not fail below 4 KV Surge in Common Mode and Differential Mode
8	Thermal protection test for products of 40 watts and above.	Acceptance criteria is customized for intended application	Driver to be stabilized @ Max declared TC for 3 hours with incremental of 5 degrees intervals every 3 hours thereafter	3hrs stabilization at each temperature point. Total time 10 Hrs	1. The output power should reach to a value of 85% or less within a band of 15 degrees above declared Tc max. 2. The UUT should regain its original performance state after the temperature reaches to normal.
9	Humidity - Temperature test for Driver	N/A	Test only driver in Environment chamber (Load outside chamber). No of Samples - 5 nos. Temperature - 60°C 25°C RH — 85% Biased (Running continuously)	100 hrs in Environment Chamber Total Test time - 104 hrs.	After the test and conditioning for 4 hrs in room temperature all drivers should continue to give their rated performance. After conclusion of Humidity Temperature Test the sample driver should be subjected to internal surge of minimum 4 KV & should work satisfactorily. The report must be submitted at the time of supply of lights.



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Documents to be submitted along with BID:

Notes:

1. A Snapshot Test Report (LM 79 along with THD) from NABL TPL Certified/International Lab of equivalent accreditation for non-time bound tests to be COMPULSARILY submitted either along with the technical bid or at the time of the issuance of LoA in original hard copy for each of the offered wattages/types of LED fixtures. Non-submission of the same at the time of the issuance of LoA may lead to rejection of bid. At the time of technical bid submission the bidder may ensure to submit TPL test report for all performance parameters as per the Technical Specification. Alternatively the bidder may submit their own internal test reports in original duly signed and stamped by the Quality Head. No self-declarations of test results shall be accepted for each wattage. Complete test report from NABL certified Third Party Laboratory/ International Lab of equivalent accreditation for both non-time bound as per test protocol mentioned in the section-4 of RFP may be submitted before start of supply in original hard copy. The time bound test reports in original hard copy as per EESL test protocol i.e. 1000 Hrs/2000 Hrs till 6000 Hrs. Life Test Reports to be submitted as soon as the same are received from the third party laboratory.

Subsequent to award of contract to successful bidder if it is found that performance declared by bidder in the test reports is not matched by the test results of light samples drawn by EESL at the time of supply and tested by NABL accredited labs/International Lab of equivalent accreditation to meet RfP specifications then in such an event EESL reserves the right to terminate the contract and may impose strict action against bidder.

2. Test certificates : The Test Reports/Certificates referred to above shall not be older than 2 years from the date of submission of bid and should be in original.
3. EESL is at liberty to verify genuineness of Test Reports/ Certificates and other documents submitted w.r.t above.
4. Document identification and sequencing:
 - a. Documents submitted in support of fulfilment of QR - shall be marked at the top right corner of all pages as QR/Cl.**.*/page no or QR/Notes-**.*/page no.
 - b. Documents submitted in support of fulfilment of Technical Specifications - shall be marked at the top right corner of all pages as TC/Cl.**.*/page no.
 - c. Clause or Notes refer to the indexing given below under respective heads.
 - d. All the documents shall be placed in the same sequence of the Clauses given below under respective heads.
 - e. EESL reserves right to consider only those documents which are identified and placed as mentioned above for evaluation purposes.
 - f. Soft copy of documents uploaded – Filenames shall be as mentioned above i.e. Bidder's name in brief-QR-Cl. **. ** Or Bidder's name in brief-QR/Notes-**. **. ** Or Bidder's name in brief-TC/Cl.**.**. **
 - g. Original Type Test Reports & third party test report issued by NABL laboratory/ International Lab of equivalent accreditation for compliance with CRS scheme for epoxy encapsulated electronic Drivers must be submitted COMPUSORILY at the time of the issuance of LoA in originals as applicable under IS: 15885(Part 2/ Sec 13) and IS: 16104 (The Test Reports should bear the NABL License/Authorization marking).
 - h. Original NABL test report/International Lab of equivalent accreditation for all the tests mentioned in the Reliability test checklist Plan as enclosed in Annexure-A2 must be submitted in originals at the time of the issuance of LoA.

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- i. Coordination test reports and certificates from the SPD manufacturer for suitability of SPD and Light to be submitted at the time of issuance of LoA.

Note: The indexing of technical bid comprising test reports & certificates in the sequence described above is mandatory to be complied. The relevant reference clause(s)/requirement against which the document is being submitted is to be explicitly mentioned along with page number for ease of access & evaluation. Unorganized/Un-labeled Bids shall not be evaluated.

For assessment of compliance with Technical specifications:

- a. Technical Data Sheet published by LED PACKAGE Manufacturer that should also contain the details of Absolute Maximum Ratings.

And also Product Data Sheets for all varieties of LED Modules which form part of Street Lights under subject tender complying with the requirements under Clause 4.1 of IS:16103(Part 2) shall be submitted.

- b. Test Reports w.r.t LM-80 for LED Package used in their past supplies issued by international Laboratories appearing as accredited Laboratories under US Environment Protection Agency or NABL accredited laboratories. The Test Reports should bear the EPA/NABL License/Authorization logo/markings. The Report should support the details at 1.f of Technical Specifications.

In case the Life estimate given in the Test Report is at a CCT value/grade differing from the CCT as given at Specifications at 1.e of Technical Specifications certification regarding applicability of Life estimates at CCT as given at Specifications at “a (v.)” of Technical Specifications shall be provided by Laboratory/in the form of any supporting documents.

- c. Type Test Reports / Test Reports w.r.t LM-79/IS:16106/IS:10322 for the LED Street Lights covered under their past supplies issued by NABL accredited laboratories/ International Lab of equivalent accreditation (The Test Reports should bear the NABL License/Authorization marking/ Authorization marking of International Lab of equivalent accreditation).

- d. Type Test Reports / Test Reports w.r.t LM-80/IS:16107/IS:16103 for LED Modules/Street Lights of their past supplies issued by NABL accredited laboratories/ International Lab of equivalent accreditation (The Test Reports should bear the NABL License/Authorization marking/ Authorization marking of International Lab of equivalent accreditation). The Report should cover the details at 2.p of Technical Specifications as well as the requirements under Clause 4.2 of IS:16103(Part 2) w.r.t estimated life time.

In case any of the bidders are not able to submit the same at the time of the issuance of LoA EESL reserves the right to relax the same but the successful bidder shall submit the same during execution stage as per the directions of EIC.

- e. W.r.t ‘c’ and ‘d’ - Type Test Reports and other Test Certificates submitted should contain the Sl.no. and Batch No of LED Street Lights LOA Ref and Customer’s details and critical parameters of Design specifications covered under Clause 1 & 2. EESL reserves the right to accept the bids with the Test Reports not containing the LOA Reference and Customer’s details.

- f. Original Type Test Reports for epoxy encapsulated electronic Class-II Drivers must be submitted COMPUSORILY at the time of the issuance of LoA as applicable under IS:15885(Part 2/ Sec 13) and IS:16104 issued by NABL accredited laboratories/ International Lab of equivalent accreditation (The Test Reports should bear the NABL License/Authorization marking/ Authorization marking of International Lab of equivalent accreditation).

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DIALUX REPORTS for each of the LED Street Lights offered and for the corresponding Conventional Street Lights being replaced for the following Road-Pole configurations must be compulsorily submitted at the time of the bid submission:

Sl. No.	Description										
1	Category of Road	A1*	A1 Cat-2	A1 Cat-1	A2	B1 Cat-2	B1 Cat-1	B2 Cat-2	B2 Cat-1	B3	B4
2	Pole configuration	Twin pole on median	Twin pole on median	Twin pole on median	Twin pole on median	Single pole on side verge	Single pole on side verge	Single pole on side verge	Single pole on side verge	Single pole on side verge	Single pole on side verge
3	Lamp height from road surface (meter)	12	11	9	7	7	6	6	5	4	3
4	Pole span (meter)	36	33	27	25	22	20	18	18	15	10
5	Road width (meter)	12	11	9	7	7	6	5	5	4	3
6	Median (meter)	1	1	1	1	NA	NA	NA	NA	NA	NA
7	Street light arm length (meter)	2	1.5	1.5	1	1	1	1	0.5	0.5	0.5
8	Boom angle (degrees)	0-15	0-15	0-15	0-15	0-15	0-15	0-15	0-15	0-15	0-15
9	MINIMUM Average Lux level (Lux) required throughout project life	30	30	30	15	8	8	4	4	4	4
10	MINIMUM Uniformity (Emin / Eav) required.	0.4	0.4	0.4	0.4	0.4	0.3	0.3	0.3	0.3	0.3
11	Lanes to be considered (on each side of median)	3	3	3	2	2	2	1	1	1	1
12	Distance of poles from road to be	0.5	0.5	0.5	0.5	0.5	1	1	1	1	1

	considered(m)										
13.	Max Wattage of Offered LED Luminaire (Including BIS Tolerance)	190	140	110	70	45	35	24	18	15	10
14.	Minimum Lumen Output Required (Including BIS Tolerance)	23000	16000	13500	8000	500	4000	2700	2000	1800	1200

Other Dialux design variables to be considered for BOTH above options:

1. Luminaire classification according to CIE: 100
2. CIE flux code: 38 77 98 100 100
3. Street Coating : tarmac: R3 q0: 0.070
4. Uniformity coating on wet roadways : W3 q0: 0.200
5. Average age of observer = 23 years
6. All surface reflectance = 0 (Disabled)

Lighting design related inputs

1 set of Dialux reports are required to be submitted at the time of the bid submission for each wattage & road type as under:

- Dialux report considering **Light Loss factor of 0.70** (required to know Lux level & uniformity over the entire project period)

EESL reserves the right to ask the bidder/s actual trial/demonstration (before opening the price bid). Technically qualified bidder/s may be asked to practically achieve Lux level and Uniformity AS PER DIALUX REPORT.

Note:

- The luminaire should comply with L70 standard for lumen maintenance at end of 10 years of operation.
- EESL has given 3 standard road-pole configurations to Bidders to enable them to prepare the Dialux report as per the road parameters and COMPULSORILY submit ORIGINAL hard copy and soft copy for our perusal at the at the time of the issuance of LoA.

DIALUX Reports as mentioned above shall be submitted for the following:

- LED luminaires with Lenses



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Test certificates: The Test Reports/Certificates referred to above shall not be older than 6 months from the date of submission of bid and should be submitted original hard copy.

Reference Standards:

- a. IS: 16107 – Street Lights Performance – Part 1 : General Requirements; Part 2/Sec 1 : Particular Requirements for LED Street Lights (based on IEC/PAS 62722-2-1(2011) Street Lights performance – Part 2 : Particular requirements for LED Street Light).
This refers to: IS: 10322 IS: 16101 IS: 16103 IS: 16106
IS: 16101 – General Lighting – LEDs and LED MODULES – TERMS AND DEFINITIONS.
- b. IS: 16103– LED Modules for General Lighting - – Part 1: Safety Requirements; Part 2 - Performance Requirements (based on IEC 62717 and document 34A/11445/NP ‘LED module for general lighting – Performance requirements’). This in turn refers to IS: 16104 – d.c OR a.c SUPPLIED ELECTRONIC CONTROL GEAR FOR LED MODULES – PERFORMANCE REQUIREMENTS (based on IEC 62384 Ed. 1.1 b: 2011 - DC or AC supplied electronic control gear for LED modules - Performance requirements) and IS: 16108(Biological safety). LED Module and of Street Light – life parameter is covered under IS: 16103(Part-2) which will be equivalent to LM-80 Test.
IS: 13883 is based on probably relative photometry used for conventional Street Lights Absolute photometry required for SSL products may not be covered under IS: 13883 and hence it’s applicability for SSL products may be reviewed.
- c. IESNA LM-79-08: IES Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products - This is covered under IS: 16106 – “Method of Electrical and Photometric Measurements of Solid State Lighting (LED) Products”.
IS: 16106 - does not cover the determination of the performance rating of products in which individual variations among products should be considered. And also this refers to IS: 3646(Part 1) only which pertains to “Code of practice for interior illumination: Part 1 General requirements and recommendations for working interiors”.
- d. IES LM-80-15 - IES Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages Arrays and Modules - This is covered under IS:16105 – “Method of Measurement of Lumen maintenance of Solid State Light(LED) sources”.
- e. IS 15885-2-13 (2012): Safety of Lamp Controlgear Part 2: Particular Requirements Section 13: d.c. Supplied Electronic Controlgear for LED Modules [ETD 23: Electric Lamps and their Auxiliaries]
- f. IEC 62471 Ed. 1.0 b:2006 - Photobiological safety of lamps and lamp systems
- g. IEC/TR 62778 Ed. 2.0 en:2014 - Application of IEC 62471 for the assessment of blue light hazard to light sources and Street Lights
(Assessment of blue light as per IEC/TR 62778 – Ed. 1.0)

Note: For International Bids equivalent applicable International Standards shall be complied by the Bidder as per the prevalent standards in the country. It is obligatory on the bidder to submit signed & stamped copy all necessary documents as asked in the RfP & against the compliance of its clauses at the time of Bid submission or LoA issuance as applicable. In absence of the same the bid shall be considered incomplete & is liable to be cancelled/rejected.

DETAILS OF LED FIXTURES TO BE PROCURED:

I. LED STREETLIGHT FIXTURES :

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Sr. No	Type of Existing Conventional streetlight Fixture to be Replaced	Type of LED Streetlight Fixtures to be Supplied for Replacement of existing streetlight fixtures
1.	11W/15W/18W/20W/21W CFL	LED Streetlight fixture to replace assorted wattages of CFL with wattage upper limit of 10W (including BIS tolerance) & lumen lower limit of 1200 Lm (+/- 10% tolerance in total Lumen Output) – For B4 Category of Road
2.	60W GLS/ 28W T5/ (2X14)W T5/ 20W/ 36W FTL/ 23W/24W/25W/27W/30W CFL	LED Streetlight fixture to replace 60W GLS assorted wattages of tubelight & CFL with wattage upper limit of 15W (including BIS tolerance) & lumen lower limit of 1800 Lm (+/- 10% tolerance in total Lumen Output) – For B3 Category of Road
3.	100W ICL/ 36W T5/ 40W T5/ 40W FTL/ 35W/36W/40W/45W CFL	LED Streetlight fixture to replace 100W ICL assorted wattages of tubelight & CFL with wattage upper limit of 18W (including BIS tolerance) & lumen lower limit of 2000 Lm (+/- 10% tolerance in total Lumen Output) – For B2 Cat-1 Category of Road
4.	(4 X 14)W T5/(2 X 24)W T5/ 56W/65W FTL/ 48W/60W/65W CFL	LED Streetlight fixture to replace replace assorted wattages of tubelight & CFL with wattage upper limit of 24W (including BIS tolerance) & lumen lower limit of 2700 Lm (+/- 10% tolerance in total Lumen Output) – For B2 Cat-2 Category of Road
5.	200W GLS/ 70W/72W/75W/80W/85W CFL/ 70W HPSV	LED Streetlight fixture to replace 200W GLS assorted wattage of CFL & 70W HPSV/MH with wattage upper limit of 35W (including BIS tolerance) & lumen lower limit of 4000 Lm (+/- 10% tolerance in total Lumen Output) – For B1 Cat-1 Category of Road
6.	96W/ (4 X 24W) T5/ 90W/100W/(4 X 24W) CFL/ 85W/(100-120)W HPSV/ 125W MV/	LED Streetlight fixture to replace assorted wattage of tubelight CFL 85W/ (110-120)W HPSV 125W MV with wattage upper limit of 45W (including BIS tolerance) & lumen lower limit of 5000 Lm (+/- 10% tolerance in total Lumen Output) – For B1 Cat-2 Category of Road
7.	(2 X 96W) CFL/ 150W HPSV/MH	LED Streetlight fixture to replace assorted wattage of CFL & 150W HPSV/MH with wattage upper limit of 70W (including BIS tolerance) & lumen lower limit of 8000 Lm (+/- 10% tolerance in total Lumen Output) – For A2 Category of Road
8.	200W/240W/250W HPSV/ 250W MH	LED Streetlight fixture to replace(200-250)W HPSV/MH with wattage upper limit of 110W (including BIS tolerance) & lumen lower limit of 13500 Lm (+/- 10% tolerance in total Lumen Output) – For A1 Cat-1 Category of Road

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9.	250W HPSV/ 288W MV	LED Streetlight fixture to replace 250W HPSV/MH & 288W MV with wattage upper limit of 140W (including BIS tolerance) & lumen lower limit of 16000 Lm (+/- 10% tolerance in total Lumen Output) –For A1 Cat-2 Category of Road
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II. LED FLOODLIGHT FIXTURES :

Sr. No	Type of Existing Conventional Floodlight Fixture to be Replaced	Type of LED Fixture to be Supplied for Replacement of existing fixture
1.	Upto 250W HPSV / MH conventional floodlight fixtures(Category – 1)	LED Floodlight fixtures to replace upto 250W HPSV/MHconventional floodlight fixtures with wattage upper limit of 110W (including BIS tolerance)& lumen lower limit of 13500 Lm (+/- 10% tolerance in total Lumen Output)
2.	Upto 250W HPSV / MH conventional floodlight fixtures(Category – 2)	LED Floodlight fixtures to replace upto 250W HPSV/MH conventional floodlight fixtures with wattage upper limit of 140W (including BIS tolerance) & lumen lower limit of 16000 Lm (+/- 10% tolerance in total Lumen Output)
3.	400W/480W HPSV/ 400 Mini-HM/ 400 HM/ 400W/500W/576W MH	LED Flood light fixture to replace assorted wattages of HPSV & MH 400W Mini-Mast 400W High Mast with wattage upper limit of 190W (including BIS tolerance) & lumen lower limit of 23000 Lm (+/- 10% tolerance in total Lumen Output)
4.	750W/800W MH	LED Flood light fixture to replace 750W/800W MH with wattage upper limit of 230W (including BIS tolerance) & lumen lower limit of 27000 Lm (+/- 10% tolerance in total Lumen Output)
5.	1000W/1200W MH	LED Flood light fixture to replace 1000W/1200W MH with wattage upper limit of 430W (including BIS tolerance) & lumen lower limit of 52000 Lm (+/- 10% tolerance in total Lumen Output)

5. Price basis :

The supplier is responsible for supply of new fixtures within stipulated time-frame.

For guidance it is clarified that charges for the following are considered as part of the prices quoted:

- Supply testing transportation of LED streetlights being retrofitted.
- Cable/wire (Phase and neutral) minimum 3 meters per light for connections wherever required.
- Tilt able adapter for adjustment of boom angle (0° - 90°).
- Charges for all activities and supply of materials to be carried out under annual

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warranty for a period of Seven years from the date of completion of installations as certified by respective ULB/PSU/Discom and EESL.

- Storage and handling is in scope of bidder till the supplies are handed over and accepted by EESL representatives. Once material is handed over to EESL with acknowledgement taken the storage and handling of supplies is no longer the responsibility of bidders.
- Cost which may be incurred for compliance / fulfilment of all statutory requirements as per applicable laws/regulations including provisions under SAFETY specified under Scope of work w.r.t man power deployed licenses etc. .
- Charges for Type Tests carried out at NABL Accredited Laboratory/International Lab of equivalent accreditation shall be borne by the Bidder until one successful instance of testing for Street Light of each wattage & design and for additional Street Lights in case of change in design as explained under Clause 10. The report of the same set of lights should be re-validated after each 3 months.
- Cost of selection and supply of SPD as per tender spec including cost of coordination testing with Street Lights
- Charges for any other activity which is required to be performed to achieve completion of all activities under the scope of work unless other-wise excluded in writing as part of LOA provisions.
- Transit Insurance against the supplied goods.

6. Guidelines to the Bidders - Walk through survey for analysis of existing infrastructure at ULBs while submitting bid:

While submitting the bid to select the right electrical mechanical and photometry design of LED street light it shall be the responsibility of the bidder to analyse the existing infrastructure as available at the project areas through visits to understand the existing electrical distribution network streetlights installations type of connections special features of the existing network type of poles switching arrangements including local resources – contractors availability of ladder mounted vehicles/hydraulic cranes local ambient conditions which have impact on operation and maintenance of the LED Street Lights and their connection arrangements etc. It is the responsibility of the bidder to acquaint themselves on the field conditions for offering the right LED light design before submitting the bid.

7. Penalties and Liquidated Damages:

- a. In case of any delay in the execution of the SUPPLIES beyond the stipulated time schedule EESL 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 10% of the total value of the contract. However the LD will not be applicable for the period if delay is not on bidder's part.
 - b. Alternatively EESL reserves the right to purchase and distribute equipment/ material from elsewhere at the sole risk and cost of the successful bidder/contractor and recover all such extra cost incurred by EESL in procuring the material from resources available including EMD/Bid Security/encashment of Bank Guarantee or any other sources etc.
 - c. EESL also reserves the right to cancel the order completely or partly without any prejudice to the exercise of the actions under Clauses 'a' and 'b' above.
- i. Penalties for non-fulfillment of minimum uptime requirement (Refer B.2) and delays in Restoration of LED Street Light faults shall be:



**Penalty = 2x [(wattage of defective LED lights) X 11 hours X no. of days of default beyond 48 hours X tariff]/1000 or Rs 50 per day per light whichever is higher
Total amount of penalties shall be limited to the amount of penalty imposed by concerned ULB on EESL.**

Where Tariff shall be as notified by concerned state Electricity Regulatory Commission for Street Light application or as applicable under the agreement between concerned ULB and EESL

- ii. Penalties for non-submission/delays in submission of Reports specified at Clause No. 15: Rs. Two lakh per month or on pro-rata basis in case of abnormal delays (7 days or more) or repeated delays as per the records available with EIC.
- iii. Penalties for non-deployment of qualified personnel at each Lot: Rs. Two lakhs per month (non-deployment for more than 7 days in any calendar month). Bidder to ensure a deployment of regular Staff (Ref. 12.iii)
- iv. Further if any successful bidder chooses to stop supplies of spares for more than 7 days in the project during the contract period where their LED street lights and spares are supplied: Rs. Ten lakhs per month shall be levied on the bidder.

The supply schedule committed by vendor during the initial phase should be complied by vendor and failing to which will lead to requisite penalty as per the powers of EIC.

8. Quality plan and Pre-dispatch Inspection (PDI) :

a. Quality Plan:

Bidders shall submit typical Quality Assurance and Inspection Plan including the details of in-process testing and Pre-Dispatch Inspection along with technical bid. The Pre-dispatch Inspection Plan and Type Tests proposed to be carried out shall comply with the requirements under IS: 16107 (Part 2/Sec 1) and the other test requirements covered under IS: 16107 read along with other IS Standards referred to within IS: 16107. Type Tests and Acceptance Tests as applicable under IS: 15885 (Part 2/ Sec 13) and IS: 16104 shall also be included.

- Pre-dispatch Inspection Plan shall be shared within 1 week of placement of order.
- Based on the survey results the pre-dispatch inspection plan shall be accordingly revised and approved from M/s EESL subjected to meet the project timelines as per LoA

b. Type Tests:

EESL reserves the right to select two number samples for each of the wattages from Field Manufacturing plant or from the lot offered and to send the same for Type Tests at an independent NABL Accredited Laboratory / International Lab of equivalent accreditation.. EESL reserves the right to carry out Type Tests on Street Lights and the charges for the same shall be borne by the Bidder until one successful instance of testing. (If LED Chip/Design is changed during the course of execution from the LOA Specifications then EESL reserves the right to carry out Type Test again until one successful instance of testing). EESL also shall periodically send random samples from field to NABL certified Lab / International Lab of equivalent accreditation for testing of all electrical and photometry parameters including lumen output uniformity beam angle CRI CCT etc at EESL cost. EESL shall also randomly check the quality of chips supplied from the original chip supplier/ testing lab if required.

c. Pre-dispatch Inspection (PDI) :

EESL reserves the right to carry out Pre-dispatch Inspection (as per enclosed format or an updated version of the same) at their works either on their own or through their authorized representative for any or all the lots of LED Street Lights to be supplied under subject LOA as per Inspection Plan approved by EESL. All the requirements under this clause shall be applicable in case of each of the manufacturers from whom successful bidder may outsource the LED Lights.



Intimation for PDI should contain the details of Batch Number and Serial Number of Lights along with wattage of Lights offered for inspection. Each lot size should have at-least 20% of total BOQ quantities of lights; until and unless it exceeds the total remaining awarded quantity. All the Test Reports should contain Batch number as well as Serial Number. The Inspection call should be accompanied by a statement of the details of Make/Order Code/Part Number and Serial Numbers of LED Chips used in the Street Lights offered for inspection (Street Light wattage-wise) along with the copies of documents in support of purchase/receipt of LED Chips(Invoice etc.).

PDI should include review of Internal Test Reports. Internal Test Reports should contain details of LED Chips used in the batch of Street Lights under inspection (Order Code/Part Number and Serial Numbers of LED Chips for each wattage rating of Street Lights). Internal Test Reports as well as PDI Test Reports shall be submitted for all Lights.

EESL reserves the right for collection of samples from Field Manufacturing plant or from the lot offered for inspection at manufacturer's works for testing as per EESL Specifications/ IS: 16107 in a NABL Accredited Lab / International Lab of equivalent accreditation.. EESL reserves the right to reject the entire lot offered or installed in case of Failure of the sample.

Type of sealing/marketing of Street Lights cleared for dispatch – to be specified and the same are to be recorded during receipt inspection at site.

It is to mention that

- The Street Light casing shall carry EESL labels in EESL approved requisite sizing so as to ensure **clear visibility** of EESL logo from the ground below the installed light.
- Street Light casing to also have a **unique serial number embossed or printed in metal** for correlating with switch point and pole location.

Variation in Driver output (Voltage & Current) at 140V and 270V w.r.t values at rated Voltage of 240V shall be within permissible limits as per IS: 16104(Cl: 7.2)

9. Coordination with PMC:

EESL may appoint separate agencies:

1. Implementation Partner: For Installation & Maintenance of LED Street Lights in area under jurisdiction of various ULBs/PSUs/Discoms for a contract period of 7 years.
2. PMC/AMC: For coordination & supervision of various activities under Project installation and Annual Maintenance Contract periods with ULB executing agency and EESL on behalf of EESL.

Successful bidders shall provide all the relevant information and support to the said agencies for the scope of work covered under LOA placed on the successful bidder. Intimation will be given to the successful bidder by EIC in this regard after placement of LOA.

10. Project Management :

- i. Bidder shall plan and is required to carry out activities simultaneously across various states to achieve the completion period and implementation schedule as specified under Clause 4.
- ii. Successful Bidder has to establish field offices in the – state(s) (and/ or states in case of shift of supply locations) before commencement of supply at field with adequate manpower at appropriate levels to coordinate with all agencies concerned and monitor supply storage accounting and warranty redemption of lights as per the scope of work under the subject LOA during the entire period of contract. This shall include fault/complaint management activities and site store management during repair and maintenance phase also. Penalties shall be applicable as specified under Clause “Penalties and Liquidated damages” in case of non-deployment of site personnel for a period of more than 15 days during any calendar month.



iii. **Appointment of NODAL Officer by Successful Bidder :**

For the purpose of this tender successful bidder needs to provide name address mobile no. email addresses designations of at least 3 Senior Nodal Officers (Regular Employees of their organization) nominated by their top management (Director/ MD/ CEO) who are reachable through any means of modern communication and who shall be accountable to deliver the products and associated services to EESL as per the tender.

iv. **Correspondence : Post award all correspondence by successful bidder shall be addressed to as brought out below :**

- **CGM (SCM)** – for all issues pertaining to clarifications w.r.t contractual and commercial issues or requiring amendments on the terms and conditions of LOA in general.
- **Engineer-In-Charge (EIC)** - all the activities pertaining to execution of the works at site as per the provisions under the terms of the LOA on behalf of EESL.

v. **Appointment of NODAL Officer by Successful Bidder:**

Successful bidder shall intimate the details of NODAL Officer within one week of issue of LOA who shall be the single point contact from their side for all communications (technical as well as contractual). EESL also shall intimate the details of Engineering In-charge (EIC) who shall coordinate all the activities from the side of EESL.

vi. **Warranty period will start after three(3) month from the date of receipts of material/LED SL at the concerned project site and same shall be certified by authorized representative of EESL.**

1. A Complaint Management System (web-based tool) to be utilized for complaint lodging monitoring action attending and closure of warranty redemption requests. Bidder to provide login access to EESL project team for review of complaint handling process.
Since the date of supply every Bidder must have dedicated officials (region wise) to track the supply schedule along with resending the faulty lights back to factory works of vendor. The cost of transportation of lights will be borne by vendor.

11. **Compliance with all Statutory Regulations:**

- a) Compliance of all the statutory requirements as may be required w.r.t the activities to be performed to execute the scope of work under the subject LOA including the requirements under Contract Labor Acts safety of the workmen deployed etc. shall be the responsibility of the successful bidder including all the expenditure incurred for the same. This includes all the requirements w.r.t the workmen under Sub-contractor(s) also. The successful bidder shall submit the documentation to EESL on monthly basis as required under the applicable statutory requirements.
- b) Successful bidder shall indemnify EESL for any accident injury met by its labor employee or any other person working for him. Any compensation sought by its labour employee or any other person working for him shall be paid by successful bidder as per settlement solely. EESL has no role to play in this matter.

12. **Submission of Reports:**

Following Reports shall be submitted by the successful bidder as per the instructions of EIC:

- a. **Daily Supply Schedule of lights**
- b. **Stock Report:** Plant Zonal and District Stores/Depot -Daily during Implementation and monthly during maintenance period
- c. **Spares Inventory** – Weekly Report on Stock of Drivers SPDs and any other spares required for prompt service.
- d. **Monthly Progress Reports (including nos. of luminaires/spares supplied as replacement for faulty luminaires/spares) during contract period for each location.**

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e. **Any other Reports as may be directed by EIC**

Some of the Sample Report Formats are attached. Final Report Formats shall be informed by EIC at appropriate stage.

13. Documentation:

File names of all the documents submitted in soft form shall contain the topic of the subject document.

14. Cost of tender Documents:

Interested bidders may view the tender documents at <https://eesl.eproc.in> or could be viewed after following the link of 'e-Tendering' on EESL home page i.e. <http://eeslindia.org> from where the registered vendors [registration process is explained at EESL home page in "*E-tendering*" section] with EESL will be able to download the tender documents and submit their bids online.

The cost of tender documents is Rs.25000/- (Rupees Twenty Five Thousand only-Non refundable and Non Adjustable) or 350 USD which shall be payable in the form of DD/Pay order or Banker's Cheque in favour of Energy Efficiency Services Limited issued by any scheduled/nationalized bank payable in Noida/New Delhi (under this option the details of DD No. & Date amount bankers name etc has to be submitted in relevant field/column of online module). Tenders without this cost are liable to be rejected. It should be ensured by the vendor that the original DD is received by EESL before opening time of techno-commercial bids for verification of the details of DD given online by the vendors.

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

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



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Section 7 - General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier together with the Contract Documents referred to therein including all attachments appendixes and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Goods” means all of the commodities raw material machinery and equipment and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (k) “Purchaser” means the entity purchasing the Goods and Related Services as specified in the SCC.
- (l) “Related Services” means the services incidental to the supply of the goods such as insurance installation training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person private or government entity or a combination of the above including its legal successors or permitted assigns to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) “Supplier” means the natural person private or government entity or a combination of the above whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the Supplier.
- (p) “ADB” is the Asian Development Bank.



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- 2. Contract Documents** 2.1 (q) “The Site” where applicable means the place named in the SCC. Subject to the order of precedence set forth in the Agreement all documents forming the Contract (and all parts thereof) are intended to be correlative complementary and mutually explanatory.
- 3. Fraud and Corruption** 3.1 ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity) as well as Bidders Suppliers and Contractors under ADB-financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy ADB
- (a) defines for the purposes of this provision the terms set forth below as follows:
- (vii) “corrupt practice” means the offering giving receiving or soliciting directly or indirectly anything of value to influence improperly the actions of another party;
 - (viii) “fraudulent practice” means 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;
 - (ix) “coercive practice” means 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;
 - (x) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose including influencing improperly the actions of another party;
 - (xi) “obstructive practice” means (a) deliberately destroying falsifying altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) 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 (e) materially impeding ADB’s contractual rights of audit or access to information; and
 - (xii) “integrity violation” is any act which violates ADB’s Anticorruption Policy including (i) to (v) above and the following: abuse conflict of interest violations of ADB sanctions retaliation against whistleblowers or witnesses and other violations of ADB’s Anticorruption Policy including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has directly or through an agent engaged in corrupt fraudulent collusive coercive or obstructive



- practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt fraudulent collusive coercive or obstructive practices or other integrity violations during the procurement or the execution of that contract without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual at any time in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time) including declaring ineligible either indefinitely or for a stated period of time to participate⁴ in ADB-financed administered or supported activities or to benefit from an ADB-financed administered or supported contract financially or otherwise if it at any time determines that the firm or individual has directly or through an agent engaged in corrupt fraudulent collusive coercive or obstructive practices or other integrity violations.

3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB if so required by ADB.

4. Interpretation

4.1 If the context so requires it singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) EXW CIF CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing is dated expressly refers to the Contract and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below no relaxation forbearance delay or indulgence by either party in enforcing

4 Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights powers or remedies under the Contract must be in writing dated and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable such prohibition invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC in which case for purposes of interpretation of the Contract this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

- 6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause origin means the country where the goods have been grown mined cultivated produced manufactured or processed; or through manufacture processing or assembly another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date whichever is later.



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- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 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.
10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply** 11.1 Subject to the SCC the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
11.2 Unless otherwise stipulated in the Contract the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Subclause 33.1 the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11 and the Delivery and Completion Schedule as per GCC Clause 12.
- 14. Purchaser's Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits approvals and import and other licenses from local public authorities the Purchaser shall if so required by the Supplier make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities in accordance with GCC Subclause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.
16.2 The Supplier's request for payment shall be made to the Purchaser in writing accompanied by invoices describing as appropriate the Goods delivered and Related Services performed and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.



- 16.3 Payments shall be made promptly by the Purchaser no later than 60 days after submission of an invoice or request for payment by the Supplier and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country the Supplier shall be entirely responsible for all taxes stamp duties license fees and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country the Supplier shall be entirely responsible for all taxes duties license fees etc. incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions reductions allowances or privileges may be available to the Supplier in the Purchaser's Country the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall within 28 days of the notification of Contract award provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms stipulated by the Purchaser in the SCC or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract including any warranty obligations unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings documents and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier or if they are furnished to the Purchaser directly or through the Supplier by any third party including suppliers of materials the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not without the written consent of the other party hereto divulge to any third party any documents data or other information furnished directly or indirectly by the other party hereto in connection with the Contract whether such information has been furnished prior to during or following completion or termination of the Contract. Notwithstanding the above the Supplier may furnish to its Subcontractor such documents data and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract in which event the Supplier shall



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obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly the Supplier shall not use such documents data and other information received from the Purchaser for any purpose other than the design procurement or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above however shall not apply to information that

- (a) the Purchaser or Supplier need to share with ADB or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained directly or indirectly from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination for whatever reason of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations duties responsibilities or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design data drawing specification or other document or any modification thereof provided or designed by or on behalf of the Purchaser by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and when no applicable standard is mentioned the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.



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- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 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. During transit the packing shall be sufficient to withstand without limitation rough handling and exposure to extreme temperatures salt and precipitation and open storage. Packing case size and weights shall take into consideration where appropriate the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract including additional requirements if any specified in the SCC and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured in a freely convertible currency from an eligible country against loss or damage incidental to manufacture or acquisition transportation storage and delivery in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation**
- 25.1 Unless otherwise specified in the SCC obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections 6 (Schedule of Supply).
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 6 (Schedule of Supply).
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor at point of delivery and/or at the final destination of the Goods or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3 if conducted on the premises of the Supplier or its Subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2 provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including but not limited to all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection it shall give a reasonable advance notice including the place and time to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to



enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser and shall repeat the test and/or inspection at no cost to the Purchaser upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof nor the attendance by the Purchaser or its representative nor the issue of any report pursuant to GCC Subclause 26.6 shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32 if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract the Purchaser may without prejudice to all its other remedies under the Contract deduct from the Contract Price as liquidated damages a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 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.
- 28.2 Subject to GCC Subclause 22.1 the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design materials and workmanship under normal use in the conditions prevailing in the country of final destination.



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- 28.3 Unless otherwise specified in the SCC the warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be have been delivered to and accepted at the final destination indicated in the SCC or for 18 months after the date of shipment or loading in the country of origin whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice the Supplier shall within the period specified in the SCC expeditiously repair or replace the defective Goods or parts thereof at no cost to the Purchaser.
- 28.6 If having been notified the Supplier fails to remedy the defect within the period specified in the SCC the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall subject to the Purchaser's compliance with GCC Subclause 29.2 indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits actions or administrative proceedings claims demands losses damages costs and expenses of any nature including attorney's fees and expenses which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent utility model registered design trademark copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract neither any infringement resulting from the use of the Goods or any part thereof or any products produced thereby in association or combination with any other equipment plant or materials not supplied by the Supplier pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1 the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall at the Supplier's request afford all available assistance to the Supplier in conducting such proceedings or claim and



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shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees officers and Subcontractors from and against any and all suits actions or administrative proceedings claims demands losses damages costs and expenses of any nature including attorney's fees and expenses which the Supplier may suffer as a result of any infringement or alleged infringement of any patent utility model registered design trademark copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design data drawing specification or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability 30.1 Except in cases of gross negligence or willful misconduct

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage loss of use loss of production or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser whether under the Contract in tort or otherwise shall not exceed the amount specified in the SCC provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations 31.1 Unless otherwise specified in the Contract if after the date of the Invitation for Bids any law regulation ordinance order or bylaw having the force of law is enacted promulgated abrogated or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable in accordance with GCC Clause 15.

32. Force Majeure 32.1 The Supplier shall not be liable for forfeiture of its Performance Security liquidated damages or termination for 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.

32.2 For purposes of this clause "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable is unavoidable and its origin is not due to negligence or lack of care on



the part of the Supplier. Such events may include but not be limited to acts of the Purchaser in its sovereign capacity wars or revolutions fires floods epidemics quarantine restrictions and freight embargoes.

- 33. Change Orders and Contract Amendments**
- 32.3 If a Force Majeure situation arises the Supplier shall promptly notify the Purchaser in writing of such condition 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.
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8 to 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 furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of or the time required for the Supplier's performance of any provisions under the Contract an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12 the Supplier shall promptly notify the Purchaser in writing of the delay its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure as provided under GCC Clause 32 a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27 unless an extension of time is agreed upon pursuant to GCC Subclause 34.1.
- 35. Termination**
- 35.1 Termination for Default



- (a) The Purchaser without prejudice to any other remedy for breach of Contract by Notice of default sent to the Supplier may terminate the Contract in whole or in part
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part pursuant to GCC Clause 35.1(a) the Purchaser may procure upon such terms and in such manner as it deems appropriate Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier in the judgment of the Purchaser has engaged in fraud and corruption as defined in GCC Clause 3 in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser by Notice sent to the Supplier may 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 the Supplier under the Contract is terminated and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign in whole or in part their obligations under this Contract except with prior written consent of the other party.



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Section 7: General Conditions of Contract.



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Section 8 - Special Conditions of Contract

Following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: India
GCC 1.1(k)	The Purchaser is: Energy Efficiency Services Limited New Delhi (EESL) India
GCC 1.1 (q)	<p>The Site is: Lot-1 – Gujarat Panjab Uttarpradesh and Uttarakhand</p> <p>Lot-2 – West Bangal Jharkhand Bihar & Delhi</p> <p>Lot-3- Adilabad Asifabad Nirmal Nizamabad Jagtial Mancheria Peddapalle Kamareddy Rajanna Sircilla Karimnagar Medak</p> <p>Lot-4- Jayashankar Bhupalpally Mulugu Bhadrachalam Kothagudem Warangal Urban Warangal Rural Mahabubabad Khammam Suryapet Jangaon Siddipet</p> <p>Lot-5- Jogulamba Gadwal Wanaparthy NagarKurnool Nalgonda Yadadri Bhuvanagiri Rangareddy Medchal Malkajgiri Sangareddy Vikarabad Narayanpet and Mahabubnagar</p>
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2010
GCC 5.1	<p>The language shall be: English</p> <p>Language for translation of supporting documents and printed literature is: English</p>
GCC 8.1	<p>For notices the Purchaser's address shall be:</p> <p>Shri Somaya Prasad Garnaik Executive Director & BUH- Lighting Energy Efficiency Services Limited 6th Floor Core-3 Scope Complex Lodhi Road NewDelhi-110003</p> <p>Ph:+9111-45801260 E-mail address:- spgarnaik@eesl.co.in</p>
GCC 9.1	The governing law shall be: The Laws of the Union of India
GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be as follows:</p> <p><u>For a contract with a Foreign Supplier:</u></p> <p>In case of dispute between the Purchaser and a foreign supplier the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Center. The arbitration procedure shall be administered by the Singapore International Arbitration Center. Place of arbitration: SINGAPORE</p> <p><u>For a contract with a Local Supplier</u></p>



	<p>In case of a dispute between the Purchaser and the Local Supplier the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration laws of India</p> <p>Place of arbitration: New Delhi</p>
GCC 11.1	The Scope of Supply shall be defined in: Section 6 Schedule of Supply
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Documents for equipment shipped from outside the Purchaser's country</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number description of goods quantity date of shipment port of shipment etc. Supplier shall send the following documents to the Purchaser with a copy to the Insurance company:</p> <ul style="list-style-type: none"> (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment quantity unit price total price and separately FCA price for equipment insurance and transportation fees; (ii) Two (2) packages (including one (1) original and (1) copy) of bill of lading with note "freight is paid" and indicating paid; (iii) A Packing List (iv) Manufacturer's or Supplier's warranty certificate (v) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment; (vi) Three (3) packages (including one (1) original and two (2) copies of the test reports issued by the factory and certified inspection agency or the Purchaser's representative as appropriate; (vi) Three (3) packages (including one (1) original and two (2) copies of the Certificate of Origin; <p>The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies of the pre-shipment inspection reports.</p> <p>The above documents must be received by the Purchaser at least one (1) week before the arrival of goods at the port of entry or place of arrival and if not accomplished the Supplier shall be liable for any associated costs.</p> <p>Documents for equipment shipped from the Purchaser's country as per Incoterm EXW</p> <p>Upon Shipment the Supplier shall notify the Purchaser and Insurance Company by fax/ email the full details of shipment including Contract number description of goods quantity date of shipment port of shipment etc. Supplier shall also immediately send the following documents to the Purchaser with a copy to the Insurance company:</p> <ul style="list-style-type: none"> (i) One (1) original and two (2) copies of invoice of Supplier. The issued invoice should have name of equipment quantity unit price total price; (ii) Two (2) packages (including one (1) original and (1) copy) of railroad bill of lading with note "freight is paid" ; (iii) Three (3) packages (including one (1) original and two (2) copies) of the insurance certificate with the receipt of payment issued by the insurance company. The insurance certificate must be issued before the date of shipment;

	<p>(iv) Manufacturer's or Supplier's warranty certificate</p> <p>(v) Three (3) packages (including one (1) original and two (2) copies of the test reports issued by the factory and certified inspection agency or the Owner's representative as appropriate;</p> <p>(vi) Three (3) packages (including one (1) original and two (2) copies of the Certificate of Origin;</p> <p>The Supplier shall arrange pre-shipment inspection at its own expense and submit three (3) packages (including one (1) original and two (2) copies of the pre-shipment inspection reports.</p> <p>The above documents must be received by the Purchaser before the arrival of goods and if not accomplished the Supplier shall be liable for any associated costs.</p>
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p><u>Payment Terms:</u></p> <p>a) On Supply: Payment @ 84% of Total Contract value exclusive of GST (Schedule A+ Schedule B+ Schedule C Of Price Bid Table) shall be released on fulfillment of following conditions:</p> <ol style="list-style-type: none"> Signing of contract agreement between EESL and successful bidder. Submission of Project Implementation plan duly accepted by Engineer-in-Charge (EIC) EESL. Submission of Performance Security (PS) as per relevant PS clause. Submission of original supply Invoices/Bills duly verified/certified by EESL representative along with proof of delivery. Submission of Product clearance Report as per tender conditions duly certified by representative of EESL. Bidder shall provide 10% spares (i.e. 5% SPD and 5% Drivers) with each delivery upon whose verification payment shall be done or otherwise 10% of supplied quantity shall be considered as spares. <p>❖ Along with above payment term following payment shall also be released:</p> <ul style="list-style-type: none"> ▪ 100% GST amount on invoice will be released after supply of material. ▪ For International Bidder: 100% of actual custom duty amount payable on material supplied and delivered to EESL shall be released. <p>b) Remaining 16% payment will be released in seven years in equal instalments after satisfactory warranty performance certificate from EESL EIC submitted by the bidder.</p> <p><u>Other terms and conditions related to payment terms:</u></p> <ol style="list-style-type: none"> At the time of payment of bills the income tax if any shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further for availing the benefit of lower income tax rates supplied from outside the Purchaser's country Supplier shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate or any other relevant document/certificate as per prevailing law from concerned tax authorities for claiming lower tax deduction if any.

	<p>2. All the invoices shall be submitted to EESL for payment once in a month only.</p> <p>3. Payment will be made to the bidder within 30 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC EESL.</p> <p>If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA counting of 30 days due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.</p> <p>4. <u>Forex Gain/Losses:</u> Any foreign currency gain/losses shall be borne by bidder. Foreign bidder who has quoted the prices in USD prices in LoA shall also be expressed in INR using RBI reference rate prevailing on the day of deadline for bid submission. The payment shall be made in USD equal to corresponding INR amount using RBI reference rate prevailing on the day of payment. Bidder may take suitable action to hedge/cover the fluctuation risk.</p> <p>5. For Schedule 3 of Price bid table payment shall be made in INR only.</p> <p>6. For the purpose of payment toward Schedule “B” warranty phase shall commence from the 1st of the month succeeding to the month in which supply of total awarded quantity of street lighting system as per terms of LoA is made by successful bidder. However comprehensive on-site warranty obligation of successful bidder shall be as term of “Scope of Work”.</p>
GCC 17.3	<p>“For Goods to be procured from within purchaser’s country:-</p> <ol style="list-style-type: none"> 1. If there is increase or decrease in the taxes and duties subsequent to supplier’s offer within the contract delivery schedule of supply due to change in rate or introduction of new tax or deletion of existing tax or interpretation/ application of tax etc. the Purchaser will reimburse the actual tax. 2. In case the bidder fails to achieve completion as per contract delivery schedule of supply the purchaser will not be liable to compensate for any increase in taxes and duties due to change in rate or introduction of new tax or interpretation/application of tax etc. <p>Whereas taxes at actual rate shall be paid in case of decrease in taxes and duties due to change in rate or deletion of existing tax or interpretation/application of tax etc. in the event of late delivery after the contract delivery period”.</p>



Signature :-
Subject : CN=DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

GCC 18.1	<p><u>Performance Security (PS):</u></p> <p>Within Twenty Eight (28) days of the receipt of notification of award from EESL the successful bidder shall furnish the PS in the form of Demand Draft/ Pay Order or Bank Guarantee for 10% of the total contract value. The Bank Guarantee must be valid to cover work completion period + Warrantee Period + Three Months Claim Period.</p> <p>Any delay in submission of PS shall be deemed as accruing of financial benefit to the supplier and EESL may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the supplier for the period of delay. However this provision does not bind EESL in any way from proceeding against the supplier (including forfeiture of EMD cancellation of the empanelment/LOA etc.) for non-compliance towards non-submission of the PS.</p> <p>Bank Guarantee shall be from any Nationalized Banks/other scheduled private banks as per list given in Section6. EESL shall at his discretion have recourse to the said PS for the recovery of any or all amount due from the Successful Bidder in connection with the contract including of guarantee obligations. This shall include the recovery if any against the Penalties applicable during Repair and maintenance period as brought out under LD Clause (Refer Liquidated Damages and Penalties).</p> <p>In case of non-submission of PS by Successful Bidder during the period of supply EESL will not process any payment until the submission of Performance Security.</p> <p>Failure of the Successful Bidder to comply with the requirements of IFB/RfP shall constitute sufficient grounds for the annulment of the award and forfeiture of the Contract Performance Guarantee.</p> <p>If any shortfall in performance is observed as per the criteria mentioned in section 4 EESL shall have right to INVOKE BANK GUARANTEE.</p> <p>This Bank Guarantee shall be effective only when BG issuance message is transmitted by issuing bank through SFMS to IDFC Bank Ltd. IFSC code: IDFB0020101 Branch Name: Soodh Birla Towers Barakhamba Road new Delhi- 110001 The Message code to be used by the bank will be the following: -</p> <table border="1" data-bbox="459 1585 1300 1709"> <tr> <th>Code</th><th>Purpose</th></tr> <tr> <td>IFN 760</td><td>Confirmation of Bank Guarantee</td></tr> <tr> <td>IFN 767</td><td>Amendment in Bank Guarantee.</td></tr> </table>	Code	Purpose	IFN 760	Confirmation of Bank Guarantee	IFN 767	Amendment in Bank Guarantee.
Code	Purpose						
IFN 760	Confirmation of Bank Guarantee						
IFN 767	Amendment in Bank Guarantee.						
GCC 18.3	<p>The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad acceptable to the Purchaser in the form provided in Section IX. Contract Forms. If the institution issuing the Performance Security is located outside the country of the Purchaser it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable in the country of Purchaser by such correspondent financial institution.</p>						



GCC 18.4	Discharge of the Performance Security shall take place as per provisions under GCC Clause 18.4 Performance Security upon completion of deliveries and successful repair & maintenance services of seven (7) years as specified in Section 6.
GCC 23.2	The packing marking and documentation within and outside the packages shall be as per standard norms under international practice.
GCC 24.1	The insurance coverage shall be in accordance with the provisions pursuant to GCC Clause 24.1. The Supplier must insure the Goods in an amount equal to 100% (one hundred percent) of the CIF CIP ExW price of the Goods from Warehouse to Warehouse basis including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Incoterms 2010.
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply) shall be carried out at the Manufacturer's Works. The Manufacturer shall not bear the cost incurred with such attendance to pre-shipment including but not limited to all travelling and board and lodging expenses if the inspection will be conducted outside the Purchaser's country.
GCC 27.	As detailed in Section 6 The applicable rate for liquidated damages for delay shall be: 0.5 % (one half percent) per week or part thereof. The maximum amount of liquidated damages shall be: 10% (ten percent). Total amount of penalties shall in any case be limited to the amount of penalty imposed by concerned ULB on EESL.
GCC 28. 3	As detailed in Section 6 the period of validity of the Warranty shall be: Seven (7) years from the date of supply to the ULBs.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 (one hundred) percent of the contract price



Signature :-
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Section 9 - Contract Form

Letter of Acceptance

---- on letterhead of the purchaser ----

..... date.

To: name and address of the supplier

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated date for execution of the name of the contract and identification number as given in the Bid Data Sheet for the Accepted Contract Amount of the equivalent of amount in figures and words and name of currency as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

.....

Name and Title of Signatory:

.....

Name of Agency:

.....

Attachment: Contract Agreement



Signature :- DEEPAK MITTAL, ST=DELHI, OID.2.5.4.17=110003, OU=CONTRACTS AND
PROCUREMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN
User ID : deepak.mittal
Serial No : F3FA77

Contract Agreement

THIS AGREEMENT made on the *[insert number]* day of *[insert month]* *[insert year]* between *[insert complete name of Purchaser]* of *[insert complete address of purchaser]* (hereinafter “the Purchaser”) of the one part and *[insert complete name of supplier]* of *[insert complete address of supplier]* (hereinafter “the Supplier”) of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services viz. *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price 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 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 Letter of Acceptance;
 - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Technical Bid Submission Sheet submitted by the Supplier;
 - (d) the Special Conditions of Contract;
 - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Supply; and
 - (h) any other documents shall be added here.⁵

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[indicated name of country]* on the day month and year indicated above.

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

5

Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

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Performance Security

*Bank's name and address of issuing branch or office*⁶

Beneficiary: *Name and address of purchaser*

Date:

Performance Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No. *reference number of the contract*. dated with you for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract").

Furthermore we understand that according to the conditions of the Contract a performance guarantee is required.

At the request of the Supplier we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*⁷. (*amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the day of⁸ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 458 except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.⁹

.....
Seal of bank and signature(s)

-- Note to Bidder --

*If the institution issuing the performance security is located outside the country of the purchaser it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.***Advance Payment Security**

*Bank's name and address of issuing branch or office*¹⁰

Beneficiary: *Name and address of purchaser*

⁶ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

⁷ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

⁸ Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

⁹ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

¹⁰ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

Date:.....
Advance Payment Guarantee No.:

We have been informed that *name of the supplier*. (hereinafter called “the Supplier”) has entered into Contract No. *reference number of the contract*. dated with you for the execution of *name of contract and brief description of goods and related services*. (hereinafter called “the Contract”).

Furthermore we understand that according to the Conditions of the Contract an advance payment in the sum of *name of the currency and amount in figures*¹¹. (*amount in words*.) is to be made against an advance payment guarantee.

At the request of the Supplier we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*¹². (*amount in words*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than the costs of mobilization in respect of the Goods and Related Services.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number *Supplier’s account number*. at *name and address of the bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment (if Any) repaid by the Supplier as indicated in copies of interim statements or payment certificates that shall be presented to us. This guarantee shall expire at the latest upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Contract Price has been certified for payment or on the . . . day of¹³ whichever is earlier. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees ICC Publication No. 458 (or ICC Publication No. 758 as applicable).

. *Seal of bank and signature(s)*.

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the purchaser it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.

¹¹ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the contract, or in a freely convertible currency acceptable to the purchaser.

¹² Footnote 2.

¹³ Insert the expected expiration date of the time for completion. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

