

# **TENDER FOR 120W LED STREET LIGHT**



## **NOTICE INVITING TENDER (NIT)**

### **PUDUCHERRY SMART CITY DEVELOPMENT LIMITED**

No:2 Bussy street  
Old court buildings,  
Puducherry-605001.

**E-mail:** pondysmartcity@gmail.com; pscdlelectl@gmail.com

# TENDER FOR 120W LED STREET LIGHT

No: 021/PSCDL/Elect/2021-22

Date: 07/03/2022

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED (PSCDL) INVITES ONLINE BIDS FROM ELIGIBLE BIDDERS FOR ENGINEERING, DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED STREET LIGHTS IN PAN CITY AREA OF PUDUCHERRY UNDER SMART CITY MISSION.

The details areas under.

	Event's Name	Information
	Organization	Puducherry Smart city development Limited (PSCDL))
	Project	Smart City Project under Smart City Mission
	NIT No.	No: 021/ PSCDL/21-22 Dt.07/03/2022
	Name of Work	ENGINEERING, DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED STREET LIGHTS IN PAN CITY AREA OF PUDUCHERRY UNDER SMART CITY MISSION.
	Project duration	<b>3 months</b>
	Form of Contract and Class of Contract	Open Tender two cover bidding (E-Tender)
	Type of Quotation	Item rate-BOQ based contract
	<b>Estimated Cost of the work</b>	<b>Rs. 41,96,466/-</b>

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	Tender document Fee	Rs. 1500/- (Rupees One thousand five hundred Only) through Online e-Tendering Payment Gateway
	Earnest Money Deposit (EMD)	Exempted to all bidders. However, bid security declaration has to be submitted as per the standard format.,
	Bid Document Downloading Start Date	07/03/2022 from 17.00 hrs.
	Last date of Online Submission of Bids	21/03/2022, 16.00hrs
	Pre bid meeting	11/03/2022 , 11.00 hrs
	Last date of submission of bids (Hardcopy)	21/03/2022, 16.00hrs
	Date & Time for Opening of Bids	22 /03/2022, 15.00hrs..
	Bid Validity	90 Days
	Officer Inviting Bids	The Chief Executive Officer, PSCDL, PUDUCHERRY
	Bid Clarification Queries Addressed to	The Chief Technical officer (Electrical), PSCDL, PUDUCHERRY  Email: <a href="mailto:pscdlectl@gmail.com">pscdlectl@gmail.com</a>

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**The Chief Executive Officer,  
Puducherry smart city development Limited,  
Puducherry-605001.**

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## e-Tender Submission Guidelines

1. The Bid should be submitted online at website <http://pudutenders.gov.in> by the due date and time, as specified in the NIT. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://pudutenders.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.

2. Partially completed / incomplete bids shall not be considered.

3. All communication shall be done online through website <http://pudutenders.gov.in> OR [pondysmartcity@gmail.com](mailto:pondysmartcity@gmail.com) or [pscdelectl@gmail.com](mailto:pscdelectl@gmail.com)

4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://pudutenders.gov.in>.

5. M/s Puducherry Smart city Development limited (PSCDL) shall not be responsible for any delays what so ever in receiving as well as submitting offers, including connectivity issues. M/s. Puducherry Smart city development Limited (PSCDL) shall not be responsible for any other delays in submitting any documents wherever applicable.

6. M/s. Puducherry Smart city development Limited (PSCDL) will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.

## 7. Two cover system

If two bid systems are insisted, Bidders are required to submit offer in Two covers, namely

“Tender Submission Fee /Power of Attorney/ Pre qualification including Technical Bid “--  
**Cover-I**

And

“Financial Bid”---**Cover-II**

## 8. Cover-I (Tender Submission Fee / EMD / Power of Attorney / Pre qualification including Technical Bid)

a) **Tender Fee**—To be paid online only.

b) **EMD –Exempted for all bidders. But all the bidders shall furnish bid security declaration certificate. Bids** without bid declaration certificate are likely to be rejected. Format of the Bid declaration certificate is provided in Annexure 7 of the RFP.

c) **Power of Attorney (PoA)**– to be scanned and uploaded in the e-tender website. Original PoA to be submitted (in a sealed envelope mentioning name of work) at the PSCDL office, Puducherry before due date and time for submissions of original EMD and Power of Attorney (Hard copy) mentioned in NIT/RFP/Bidding document/ latest Corrigendum.

d) **Prequalification including Technical Bid**– Bidders are requested to upload the scanned copies of the following details along with documents indicated in NIT/ RFP/ Bidding document/ latest Corrigendum “online”.

i) The scanned copy of the NIT/ Bidding document/ latest Corrigendum including Pre bid Minutes and Addendum (if any) duly signed and stamped in all pages.

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ii) Notarized, Scanned copies of Pre qualification/ Technical Qualification supporting documents, signed scanned copies of various forms, Letter of Technical Bid, including Technical Bid.

iii) All documents signed and scanned including GCC, SCC, Annexure to GCC, SCC as detailed in the Bidding document. (general conditions of the contract document is available in web site portal of Puducherry smart city development limited.)

## 9. Cover-II (Financial Bid)

- Bidders are requested to quote rates in the Finance cover (BOQ) only.
- Price bid to be uploaded only in e-tender website: <http://pudutenders.gov.in>
- PLEASE DO NOT QUOTE/MENTION RATES ANYWHERE ELSE IN THE TENDER OTHER THAN BOQ

- In the Bid submitted by the bidder, if the prices or price bid are disclosed anywhere else other than in the BOQ, the Bid / tender would be liable for disqualification and would summarily be rejected

10. In case if applicant does not hold any document, which need to be uploaded OR there is no need to upload the mentioned document please upload a scanned copy stating the reason for not uploading OR a blank sheet for proceeding with tendering .Provisions for uploading Cannot be left blank.

11. Please note that queries related to enquiry specifications, terms & conditions etc. can be submitted to Chief technical officer/Electrical, Email: [pscdlectl@gmail.com](mailto:pscdlectl@gmail.com) before the Last date & time for sending Pre-bid queries specified in the NIT.

12. Tender opening will be done online at the time and dates specified in NIT/ RFP/ Bidding document/ latest Corrigendum.

13. The bidders are requested to go through the instruction to the bidders in the website <http://pudutenders.gov.in>. The bidders who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

14. In case of any queries one-tender, Bidder may Contact below mentioned help desk

<b>e-tender helpdesk of U.T OF PUDUCHERRY</b>	<b>Phonenumber: 0413- <u>2220225</u></b>
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15. M/s. Puducherry Smart city development Limited (PSCDL)) reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. M/s. Puducherry Smart city development Limited (PSCDL))in this regard shall be final and binding on the bidder.

16. M/s. Puducherry Smart city development Limited (PSCDL)) reserves the right to cancel any tender/ bidding process at any stage without assigning any reason.

17. Corrigendum / addendum, which form part of the tender document, shall be published in the tender website (<http://pudutenders.gov.in>) as well as PSCDL website <http://PSCDL.co.in/tenders> and bidders are advised to check the websites regularly for the updates related to the tender before submitting the Bid.

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## **Disclaimer**

The information contained in this Request for Proposal Document ("RFP Document") or subsequently provided to Bidder/ s, whether verbally or in documentary form by or on behalf of Puducherry smart city development limited. ("PSCDL") is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

I. This RFP Document is neither an agreement nor an offer and is only an invitation by PSCDL to the entities that are qualified to submit their Proposal (Bidders) as stated in the Notice Inviting Bid.

II. The purpose of this RFP Document is to provide the Bidders with information to assist the formulation of their Proposal.

III. This RFP Document may not be appropriate for all persons, and it is not possible for the PSCDL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

IV. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

V. The PSCDL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

VI. PSCDL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

VII. PSCDL reserves the right not to proceed with the work, to alter the timetable reflected in this document or to change the process of procedures to be applied for selection of Service Provider.

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## **1. INSTRUCTIONS TO BIDDERS**

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## 1. INSTRUCTION TO BIDDERS.

### General Information and Guidelines

#### 1.1 Purpose

The Chief Executive Officer, PSCDL, Puducherry invites bid for “ENGINEERING, DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED STREET LIGHTS IN PAN CITY AREA OF PUDUCHERRY UNDER SMART CITY MISSION”

#### 1.2 Consortium

a) The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.

b) No Member at any given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of PSCDL.

c) No bidder applying individually, or as a member of a Consortium, as the case may be, can be member of other consortia bidding for the project.

d) In the event the Bidder is a Consortium, it shall, comply with the following additional requirements:

e) Number of members in a consortium shall not exceed 2(Two)including the Lead Member

1) The Members of the Consortium shall nominate one member as the Lead Member

f) The Members of the Consortium shall be responsible for successful implementation of the project throughout the terms of the contract.

g) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to this RFP.

1.3 The Members of the Consortium shall submit a declaration as set out in Annexure 6 inter alia consisting of the following:

- a. Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work which was allocated as per each member's field of expertise
- b. Commit to the profit and loss sharing ratio of each member
- c. Commit to the scope of work, rights, obligations and liabilities to be held by each member; specifically commit that the Lead Member shall be answerable on behalf of other members for the performance of obligations under this Agreement,
- d. Provide a brief description of the roles and responsibilities of individual



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members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution.

e. Include a statement to the effect that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Agreement/Contract until the completion of the project in accordance with the Agreement/Contract;

f. Any change of a Consortium Member other than the Lead Member can be done only under extreme circumstances such as non-performance of the Consortium member, insolvency or bankruptcy of the Consortium member, which shall be done only with the prior written approval of PSCDL. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of PSCDL. In the event PSCDL does not grant approval for the change of the Consortium member other than the Lead Member or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

g. All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium. Lead member should have maximum share holding in the Consortium. Consortium agreement to be submitted.

## **1.4 Sub-Contracting**

Sub-Contracting is not allowed for this RFP

## **1.5 Completeness of Bid**

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and for feature of the EMD.

## **1.6 Proposal Preparation Costs**

**1.6.1** The bidder shall submit the bid at its cost and expense. PSCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PSCDL and PSCDL shall be at liberty to cancel any or all bids without giving any notice.

**1.6.2** All materials submitted by the bidder shall be the absolute property of PSCDL and no copyright etc. shall be entertained by PSCDL.

## **1.7 Pre-bid Meeting and Queries**

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- 1.7.1 PSCDL will host a Pre-Bid meeting as per the date mentioned in the RFP NIT sheet. The representatives, limited to 2, of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
- 1.7.2 All Bidder shall e-mail their queries to [pscdelectl@gmail.com](mailto:pscdelectl@gmail.com) in the form and manner as prescribed in Annexure 5. The response to the queries will be published on [www.pudutenders.gov.in](http://www.pudutenders.gov.in). No telephonic / queries will be entertained thereafter. This response of PSCDL shall become integral part of RFP document. PSCDL shall not make any warranty as to the accuracy and completeness of responses.
- 1.7.3 PSCDL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, PSCDL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring PSCDL to respond to any question or to provide any clarification.
- 1.7.4 PSCDL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PSCDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PSCDL or its employees or representatives shall not in any way or manner be binding on PSCDL.
- 1.8 **Amendment of RFP Document**
- 1.8.1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- 1.8.2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. PSCDL also reserves the right to amend the dates mentioned in this RFP.
- 1.9 **Supplementary Information to the RFP**
- If PSCDL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.
- 1.10 **PSCDL's Right to Terminate the Process**
- PSCDL may terminate the RFP process at any time and without assigning any reason. PSCDL reserves the right to amend/ edit/add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same

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would be published on the e-Tendering portal.

## 1.11 Site Visit and Verification of Information:

1.11.1 The Bidder are encouraged to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

1.11.2 PSCDL will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives PSCDL adequate notice of not less than 5 (Five) days prior to such proposed visit.

1.11.3 No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

## 1.12 Key Requirements of the Bid

### 1.12.1 RFP Document/ Tender Fee

RFP can be downloaded from the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in). RFP Document Fee of Rs.1500/- (**Rupees One Thousand** Five Hundred Only) shall be paid through online e-Tendering Payment Gateway only (<https://pudutenders.gov.in>) for submission of bid. The RFP document fee shall be non-refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

1.12.2 **Earnest Money Deposit (EMD):** all the bidders are exempted to pay the bid security deposit as per Government of India's guidelines. However, the bidder has to submit the bid security declaration certificate in lieu of bid security in a stamped paper as per the standard format.

1.12.3 The Unsuccessful Bidder's Bid declaration certificate/bond will be returned on issue of Letter of Acceptance (LOA) to the Successful bidder. The Bid Security certificate, of the successful bidder would be returned upon submission of Performance Bank Guarantee in the format provided in Annexure 8 of the RFP.

1.12.4 The Bid submitted without bid security declaration, mentioned above, will be summarily rejected. Further more

1.12.5 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

1.12.6 In case of a successful bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.

1.12.7 If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization.

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1.12.18 If, during the bid process, any information is found false/ fraudulent/ malafide, and then PSCDL shall reject the bid and, if necessary, initiate action.

## 1.13 Bid Submission Instructions

### 1.13.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

#### Bid Submission Instructions

1.13.2 Complete bidding process will be online (e-Tendering) in two covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
<b>Cover1: Technical Proposal</b>	<p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <u>Annexure2</u> of the RFP. Technical Proposal shall also include following:-</p> <p>Proof of submission of RFP Document Fee and copy of bid security declaration certificate.</p> <p>The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in <u>Annexure 1</u> of the RFP</p> <p>Pre-Qualification Proposal along with supporting documents should be submitted through online bid submission process. <u>Hard copy of Original bid declaration certificate, Power of at torney, Technical Cover Letter, Technical proposal</u> shall be submitted to the Chief Executive Officer, NO 2 Bussy street, Old court buildings, Puducherry-605001 <u>before the due date and time as per NIT/ latest Corrigendum if any."</u></p> <p>Technical Proposal should also be submitted through online bid submission process.</p>

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<b>Financial Proposal</b>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in <a href="#">Annexure 3</a> of the RFP.</p> <p>Financial Proposal should be submitted through online only. Submission in Financial Proposal in hard copy will result in rejection of bid</p>
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**Note: PSCDL will conduct the bid evaluation based on documents submitted through online e-tendering portal & hard copies submitted at the office of PSCDL.**

1.13.3 The following points shall be kept in mind for submission of bids

1.13.4 PSCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.

1.13.5 The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.

1.13.6 PSCDL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

1.13.7 Technical Proposal shall not contain any financial information.

1.13.8 If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.25](#) of this RFP, and if the Bidder does not meet the technical evaluation criteria including pre-qualification, the financial proposal of the Bidder shall be unopened in the e-Tendering system.

1.13.9 It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which PSCDL reserves the right to reject the proposal.

1.14 void.

## **1.15 Late Bid and Bid Validity Period**

Bids received after the due the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the bids submitted before deadline shall be till 60 days from the date of submission

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of the bid.

## **1.16 Modification and Withdrawal of Bids**

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the Bidder on the bid form. If any of the Bidders withdraw their bid during the validity period, they will be blacklisted in participating future tenders in PSCDL.

## **1.17 Non-conforming Bids**

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of PSCDL.

## **1.18 Language of Bids**

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at PSCDL's discretion.

## **1.19 Authentication of Bid**

g. Authorized person of the bidder who signs the bid shall obtain the PSCDL letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.

h. The Bidder should submit a Power of Attorney as per the format set forth in [Annexure 6](#), authorizing the signatory of the Bid to commit the Bidder.

## **1.20 Acknowledgement of Understanding of Terms**

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums(if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **1.21 Evaluation Process**

1.21.1 PSCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders

1.21.2 The BEC constituted by PSCDL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

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1.21.3 The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.

1.21.4 The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/citations claimed by the bidder.

1.21.5 The BEC reserves the right to reject any or all proposals on the basis of any deviations.

1.21.6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.21.7 Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

## **1.22 Bid Opening**

1.22.1 Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

1.22.2 PSCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.

1.22.3 Bid opening shall be conducted in 2 (Two) Stages;

1.22.4 Stage 1

1.22.5 (A) RFP Document fee & Bid Security declaration, Technical Proposal including Pre-Qualification Proposal

1.22.6 DELETED.

1.22.7 DELETED

1.22.8 Stage 2 - Financial Proposal

1.22.9 The venue, date and time for opening the Technical Proposal are mentioned in the Tender Notice in the RFP. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.

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1.22.10 The date & time of Table top presentation is on the day of submission of bid

1.22.11 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for PSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, PSCDL will continue process and open the bids of the all bidders

1.22.12 During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether require tender fee has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. PSCDL has the right to reject the bid after due diligence is done.

## 1.23 Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

### Evaluation of Pre-Qualification Proposals

1.23.1 PSCDL shall open the tender submitted online and check for payment of Document Fee and bid security declaration certificate and then the Technical Proposal including Pre-Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. **Each of the Pre- Qualification condition mentioned in Section 1.25 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.

1.23.2 The Pre-Qualification proposal **MUST** contain all the documents in compliance with instructions given in the Annexure 1.

1.23.3 Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 1.25 of the RFP.

### Further Evaluation of Technical Proposals

1.23.4 PSCDL will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.

1.23.5 The Bidders are required to submit all required documentation in



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support of the evaluation criteria specified(e.g., Detailed Project citations and copy of work order, Completion Certificate, client contact information for verification, and all other components) as required for technical evaluation along with the technical proposal.

**1.23.6** At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

**1.23.7** PSCDL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

**1.23.8** The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.

**1.23.9** PSCDL reserves the right to accept or reject any or all bids without giving any reasons thereof.

**1.23.10** PSCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals

## **1.24 Financial Proposal Evaluation**

**1.24.1** All Bidders whose bids are responsive to pre-qualification criterion shall be considered as Technically qualified. All the technically qualified bidders will be notified to participate in Financial Proposal opening process.

**1.24.2** Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.

**1.24.3** Financial Proposals that are not meeting the condition mentioned in [Annexure 3](#) shall be liable for rejection.

**1.24.4** Technically qualified bidder who has quoted all- inclusive lowest price, **(i.e., inclusive of GST, any other tax & levy charged by Central, State or at city level)** after arithmetic correction will be declared as L1 bidder.

i) If there is a discrepancy between the unit price and the line total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line-item total amount as quoted shall govern and unit price shall be corrected.

ii) If there is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail, and the total shall be corrected and 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,

# TENDER FOR 120W LED STREET LIGHT

in Such case the amount in figure shall prevail subject to (ii)above.

iii) If there is any discrepancy in the GST rate considered by the bidder in financial bid, it shall be the responsibility of the bidders to deposit correct amount of GST with the tax collecting PSCD & shall keep client harmless& indemnified. Bidder shall raise no claim to client on account of considering wrong rate of GST in financial bid. However, in case the GST council revises the rate of GST, bidder shall pass on such benefit resulting from revision in rate of GST to client.

## 1.25 Pre- Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

### BID QUALIFICATION REQUIREMENT

**The bidders who fulfill the “Bid Qualification Requirements” are eligible to participate in the tender process subject to submission of the following documentary evidences along with the tender.**

1)The Bidder shall be a registered Manufacturing Company /Firm in India manufacturing at least one of the major components of under this tender (LED STREET LIGHT orthe manufacturer’s authorized dealers OR

Registered Electrical Contractor having Electrical License from any of the licensing board in Union of India in appropriate class or Consortium of Firms. (The offered items/materials have to be designed, manufactured and tested as per relevant IS/IEC Standards with latest amendments.

2)The Bidder (including manufacturer) in their own name should have satisfactorily executed the work of similar nature in any of the SEB’s/Public Utilities/ Municipalities in India during last Seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor / manufacturer/ dealer.

a)Three similar works each costing not less than 40% of the estimated cost put to tender (Each single P.O shall be 40% of the estimated cost)

**OR**

b)Two similar works each costing not less than 60% of the estimated cost put to tender (Each single P.O shall be 60% of the estimated cost)

**OR**

c) One similar work costing not less than 80% of the estimated cost.

**Similar works means:** Street lighting system works consisting of Street light poles, Street LED lighting, Government building internal and external

# TENDER FOR 120W LED STREET LIGHT

electrification works also.

1.25.1 The Bidder should demonstrate through submission of experience certificates for collective experience

1.25.2 Bidder should submit Client/ Users Certificate of satisfaction for the work they have executed. The certificate for experience & performance report must be issued by the User Agencies.

1.25.3 Net worth should be positive in last year.

**3.0 Technical Experience:** The Bidder should have following: -

**(A) Qualification of the Original equipment manufacturer (OEM) as the Bidder: -**

(I) OEM should have development center/ manufacturing facility in India.

(ii) OEM/Bidder should have local service support office in PAN CITY Area of Puducherry region and the details of the wards are indicated in annexure11.

(iii) The Manufacturer of LED luminaire should have valid Technical License and should have all the standard test facilities.

3.1 In case, the Bidder is a Dealer/Electrical Contractor or Consortium of firms, the conditions applicable to the Manufacturer shall also applicable to them and shall submit the credentials of the Manufacturer, in support of their claim. Further, the Electrical Contractor/Consortium of firms has to submit the Guarantee certificate as per the Guarantee clause laid down in the tender. In addition, they shall submit the Back-up Guarantee of the Manufacturer of the equipment's to be offered. Further, the technical and financial requirement shall also be applicable to lead member of consortium and Electrical contractor also.

**4.0** The Average annual financial turnover of the bidder for last 3 each year ( 2018-19,2019-20, 2020-21) shall be at least 30% of the estimated cost put to tender. Bidder(s) shall furnish the financial statement (Audited balance sheet) duly certified by Chartered Accountant in support of the requisite financial Turnover.

**5.0 The bidders are required to submit test certificates for LM 79 Report of Luminaire and LM 80 Report of LEDs Street Lighting system from one of the MNRE approved/ IEC/ NABL Accredited Test Laboratories in compliance of the specifications under this tender. The test reports shall be issued within 5 years from the date of tender publication. The offer of the bidder who does not enclose the Test certificates shall be summarily rejected.**

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6.0 Bidder should have GST Registration, EPF Registration Certificate, PAN Card, ESIC certificate. Information regarding the constitution of the Applicant/firm e.g., Proprietary, Partnership, Private Ltd. etc. along with proof of the same such as copies of registration/ partnership deed etc.

7.0 The Bidder may be a single entity or Consortium with approved OEM/ registered Electrical Contractor only, teaming/ partnering together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

8.0 Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a **Consortium** agreement or under an existing agreement to form a **Consortium**. A **Consortium** shall be eligible for consideration subject to the conditions.

9.0 In case the bidder is a consortium, the consortium needs to qualify all of the above bid qualification requirements individually and together.

The bidder should carry out the works in conformity with IEE/IS/BS wiring regulations for electrical equipment's and the installation shall also comply with requirements of guidelines of MNRE of GOI, CEA Regulations and Rules as amended up to date and any revision thereof during the currency of the contract and Indian Electricity Safety Regulations, 2010 amended up to date. Where specified otherwise installation shall generally follow the Indian Standard Code of Practice in force. Unless or otherwise specified elsewhere in this specification, products covered under this tender shall conform to the latest revisions and amendments of standards issued by the Bureau of Indian Standards (BIS) and International Electro-technical commission (IEC). In case of imported materials, standards of the country of origin shall be applicable if these standards are equivalent or stringent than the applicable Indian Standards.

10.0 In case of any contradiction between various referred standards / specification / data sheet and statutory regulations the following order of priority shall govern

- a) Statutory regulations
- b) Job specification
- c) Specification referred in the e- tender

# TENDER FOR 120W LED STREET LIGHT

d) Codes and standards

11.0 Notwithstanding anything stated, herein, the PSCDL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the PSCDL, Puducherry.

12.0 All the original affidavits mentioned above should be signed by the authorized signatory only and should be submitted in a sealed envelope to the office of THE CHIEF EXECUTIVE OFFICER, PSCDL, PUDUCHERRY before the opening of the technical bid. The scanned copy should also be uploaded in the e-portal.

13.0 Individuals who are serving in Government / Government undertakings / Local bodies or associated with the Government / Government undertakings / Local bodies are not eligible to participate in the tender either as an individual or as part of an association of individuals or on behalf of a firm or company.

14.0 Contractors who have done similar work for other State Electricity Utilities and failed to meet the stipulated completion time will not be considered.

15.0 The bidder should guarantee that the material should be of highest engineering quality and design and the components used in the manufacturing process should be of makes specified. An undertaking to this effect should be submitted with the offer. The bidder should furnish an affidavit duly attested by a Notary stating that the firm has not been blacklisted on technical grounds by reputed Power utilities of any of the States in India, during the last three years.

16.0 The bidder shall furnish an affidavit duly attested by Notary to the Office of the CHIEF EXECUTIVE OFFICER, PSCDL, Puducherry before the opening of the technical bid, that the design of the equipment is free from legal encumbrances and that no legal case of any kind of litigation regarding the patent design is pending in any court of law.

17.0 Notwithstanding anything stated, herein, the PSCDL reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the PSCDL, Puducherry.

18.0 The offer of the bidder who do not satisfy the “**Bid qualification requirement**” or who had not enclosed the documents & Affidavits as required under clause above shall be summarily rejected.

a) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online

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b) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are restricted advised to refrain themselves from participating in this tender.

The Bidder or the consortium member should not have black listed by Central/ State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance,

***a. The bidder needs to submit appropriate supporting evidences to satisfy the criteria.***

## 1.26 Important Instructions to Tenderers

**The agency interested in performing the work has to qualify the pre-qualification criteria.**

1.26.1 Technical (including Pre-qualification) bids will be opened on date as per NIT.

1.26.2 The bids received after the last date and time prescribed in the tender document shall be rejected.

1.26.3 The Tenderer is advised to carefully examine all instructions and abide to the terms & conditions specified in the Tender Document for filling up the tender form. Failure to furnish all the information required in the Tender Document, or submission of a bid not substantial responsive to the Tender Document in every respect might result in rejection of the tender.

1.26.4 Conditional tenders will not be accepted.

1.26.5 The Chief Executive Officer, PSCDL, PUDUCHERRY reserves the right to reject any or all tender / offers without assigning any reason thereof.

1.26.6 NOTE: Even though the applicants at this time satisfy the eligibility criteria, they are likely to be disqualified if they:

- i) Make untrue or false representation in the forms, statements and attachments furnished in response to above clause and or having
- ii) Records of poor performance such as abandoning of works, not properly completing the contracts or financial failure etc.

## 1.27 Award of Contract

**1.27.1 cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item or not quoting rate for any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder.**

**1.27.2 The bidder who meets the Pre-Qualification requirement shall be qualified and financial Bid of such qualified bidder will be opened and bidder who has quoted lowest bid price inclusive of taxes & duties, GST etc. post correction of arithmetic error will be considered as L-1 bidder.**

## 1.28 Letter of Acceptance (LOA)

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Prior to the expiration of the period of bid validity, PSCDL will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, PSCDL will promptly notify each unsuccessful bidder.

## 1.29 Signing of Contract

PSCDL shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with PSCDL within the time frame mentioned in the Letter of Acceptance issued to the successful bidder by PSCDL

## 1.30 Failure to Agree with the Terms & Conditions of the RFP/Contract

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event PSCDL may invite the next best bidder for negotiations or may call for fresh RFP.

## 1.31 PSCDL's Right to Accept any Bid and to Reject any or All Bids

PSCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PSCDL's action.

## 1.32 Performance Bank Guarantee

**1.32.1** Within ten (10) working days from the date of issuance of LOA, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 3% of contract value to PSCDL. **This period can be further extended by Employer on the written request of the bidder, however late fee will be charged @ 0.1% per day of Contract Value mentioned in the LOA. In case the bidder fails to deposit the said performance guarantee within the period as indicated, including the extended period if any, the firm will be black listed without any notice to the bidder.**

**1.32.2** The PBG shall be from a Scheduled Commercial Bank in the format prescribed in Annexure 8 or General conditions of the contract, payable on demand, for the due performance and fulfillment of the contract by the bidder.

**1.32.3** All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.

**1.32.4** The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by PSCDL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest

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shall be payable on the PBG. The PBG shall be valid for **60months** for the Defect Liability Period +60days after the defect liability period.

1.32.5 In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.

1.32.6 In the event to the Bidder being unable to service the contract for whatever reason PSCDL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCDL under the contract in the matter, the proceeds of the PBG shall be payable to PSCDL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. PSCDL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

1.32.7 PSCDL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.

1.32.8 On satisfactory performance and completion of the order in all respects and duly certified to this effect by PSCDL, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.

## **1.33**

### **Right to Vary Quantity**

1.33.1 At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased/ decreased to 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

1.33.2 If PSCDL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

1.33.3 Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## **1.34**

### **Defect Liability**

#### **1) Defect Liability Period**

It is the period, as specified in the NIT, after certified total completion or after a Suspension (short or prolonged) or termination of the Works by the Engineer-in-Charge or the Contractor and handing over of the Works (including Sections or parts handed over earlier) to the Engineer-in-Charge, during which the Contractor is responsible for remedying/repairing, restoring to the original condition any apparent,



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virtual or observed defects, deficiencies in the Works, or its performance. The Contractor shall have to repair & restore the defect/deficiency after a notice issued by the Engineer-in-Charge, who will be free to get it remedied at the risk and cost of the Contractor besides other action being taken as per the Contract, if the Contractor does not get it remedied within the period specified in such notice. The attendances to normal wear and tear due to use by the Procuring Entity/occupier, in respect of sections or parts taken over for the convenience of the Procuring Entity, shall not be treated as defect. **Defect Liability Period shall be 60 months from the date of handing over the work to owner.**

## **2)Defect Liability Period**

The defect liability period of electrical work shall be **60 months** from the date of handing over the work to owner.

## **3)Completion of Outstanding Work and Remedying Defects.**

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairer and tear excepted) by the expiry date of therelevantDefectsNotificationPeriodor1 as soon as practicable thereafter, the Contractor shall:

- (a) Complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer-in- charge, and
- (b) Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works.

If a Defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity. The Contractor is required to repair, rectify, the defects, restore the damages at his own cost with in the period indicated in the notice by the Procuring Entity. If the Contractors fails to do so, action as per Sub-Clause 13.3 shall be taken.

## **4)Cost of Remedying Defects**

All work referred to above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- i) Any design for which the Contractor is responsible,
- ii)Plant, Materials or workmanship not being in accordance with the Contract, or
- iii)Failure by the Contractor to comply with any other obligation. The cost to be debited shall be arrived at as under:
- iv)Cost of remedial work(including taxes)as paid to other agency or debited to the contractor if there medial action is taken up by the department/ organization, plus
- v) A compensation of 15%,
- vi)Credit the cost of materials, hire charges of Contractor's plant and machinery if used in the remedial work.

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If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity and Sub-Clause 9 [Deviations, Variations and Adjustments] shall apply.

## **5)Extension of Defects Notification Period**

The Procuring Entity shall be entitled subject [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of work (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect, deficiency or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/ or erection of Plant and/ or Materials was suspended the Contractor's obligations under this Sub-Clause shall not apply to any Defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

Contractor liable for Damages done and for Imperfections

**6)**If the Contractor or his personnel shall break, deface, injure or destroy any part of a building or any structure in which they may be working, or any building, road, fence, enclosure, water pipe, power/ telecom cables, drains, electric or telephone post or wires, trees, etc. or cultivated ground contiguous to the Site where the Works or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults or imperfection appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of Defective improper Materials, procedures or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by employing other workman/ agency and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Performance Security or the proceeds of sale thereof or a sufficient portion thereof.

## **7)Failure to remedy the defect**

If the Contractor fails to remedy any Defect, deficiency or damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the Defect, deficiency or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the Defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor [Cost of Remedying Defects], the Procuring Entity may (at his option):

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- a) Carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the Defect or damage;
- b) Require the Engineer-in-charge to agree or determine a reasonable reduction in the Contract Price or
- c) If the Defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

## **8) Removal of Defective Work**

If the Defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are Defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement Cost of these items, or to provide other appropriate security.

## **9) Further Tests**

If the work of remedying of any Defect or damage may affect the performance of the Works, the Engineer-in-charge may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 1.8(c) [Cost of Remedying Defects], for the cost of the remedial work.

## **10) Contractor / Quality Inspection Agency to Search for the Cause of the Defect.**

The Contractor or third-party quality inspection agency shall, if required by the Engineer-in-charge, search for the cause of any Defect,

## **TENDER FOR 120W LED STREET LIGHT**

under the direction of the Engineer-in-charge. Unless the Defect is to be remedied at the cost of the Contractor under Sub-Clause 1.8 (c)cost of Remedying Defects], the cost of the search shall be agreed or determined by the Engineer-in-charge and shall be included in the Contract Price or of the third-party quality inspection agency.

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## **2 SCOPE OF WORK AND TERMS OF REFERENCE**

# **TENDER FOR 120W LED STREET LIGHT**

## **2.0 SCOPE OF WORK AND TERMS OF REFERENCE**

2.0 The scope of the work includes “Engineering, Design, Supply, Installation, Testing and Commissioning of Led Street Lights in PAN CITY Area of Puducherry) Under Smart City Mission”

### **2.1 DETAILED SCOPE OF WORK**

**Following are the major scope of work:**

- i) Engineering, Design, Supply, Installation, Testing and Commissioning of Led Street Lights in PAN CITY Area of Puducherry) Under Smart City Mission. ( List of wards are enclosed in annexure- 11 ).
- ii) Supply, installation, testing and commissioning of all wiring materials and wiring up of light points.
- iii) Laying of warning tape in buried cable trenches for protection of cable.
- iv) Testing of Cables before Laying, Jointing, commissioning etc. as required.
- v) Liaoning with PED and obtain power supply for street lighting system from PED.

### **2.3 INSPECTION**

All the items/ LED fixtures will be got inspected at manufacturer's premises by the owner before it is transported at the site failing which it will be treated as breach of contract.

#### **2.3**

#### **GENERAL CONSTRUCTIONAL PRACTICES**

##### **a) CONSTRUCTIONMANAGEMENT**

- i. The design and workmanship shall be in accordance with the best engineering practices to ensure satisfactory performance throughout the service life. If at any stage during the execution of the contract, it is observed that the erected equipment(s) do not meet the above minimum clearances as required under existing laws and statutes, the contractor shall immediately proceed to correct the discrepancy this risks and cost.
- i. The specifications are intended for general description of work, quality and workmanship. The specifications are not however exhaustive to cover

## **TENDER FOR 120W LED STREET LIGHT**

minute details and the work shall be executed according to relevant latest Indian Standards Specifications. In the absence of the above, the work shall be executed according to the best prevailing practices or to the instructions of PSCDL /PED. The Bidder is expected to get himself clarified on any doubts about the specifications etc. before bidding, and the discussions recorded in writing in respect of interpretation of any portion of this document.

ii. The nature of the work is such that the installation work shall be carried out promptly and in a minimum time to avoid undue interruption in supply to the existing consumers. The Contractor shall engage sufficient number of workers and supervisory staff to ensure that the installation work including the Commissioning of the Facility is done with minimum interruption time.

iv. The contractor shall take all necessary precautions to protect all the existing equipment's, structures, facilities & buildings etc. from damage. In case any damage occurs due to the activities of the Contractor on account of negligence, ignorance, accidental or any other reason whatsoever, the damages shall be made good by the Contractor at his own cost to the satisfaction of the Engineer.

v. During the progress of work, the Engineer will exercise supervision of the work to ensure that the technical provisions of the contract are being followed and the work is being executed accurately and properly. However, such supervision shall in no way relieve the Contractor of the responsibility for executing the work in accordance with the specifications.

vi. The Contractor shall do complete coordination with all local & statutory agencies for execution of complete works.

vii. The Contractor shall obtain approvals & clearances and right of way from all agencies involved.

viii. All lines shall generally be routed through public land / along the road. The Contractor shall arrange at site all the equipment, instruments and auxiliaries required for testing and commissioning of equipment.

ix. All the raw materials such as steel, zinc for galvanizing, reinforcement steel and cement for foundation, coke and salt for earthing, bolts, nuts, washers, danger plates, phase plate, number plate etc. required for lines & its structures shall be included in the scope of supply. Bidders shall clearly indicate in their offer, the sources from where they propose to procure the raw materials and the components.

x. The Contractor shall ensure that the Supervisor appointed by him will observe the safety aspects before start of construction activities and the safety set-up chart shall be prepared and displayed at a conspicuous place.

xi. Contractor shall follow statutory regulations stipulated in Electricity Act 2003 with all amendments till date, CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, CEA (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011 and also comply with all the statutory rules and regulations prevailing in UT OF PUDUCHERRY including those related to safety of equipment and

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Human beings.

xi. The Contractor shall be responsible for transportation to site of all the materials to be provided as well as proper storage and preservation of the same at his own cost, till such time the erected line is taken over by the PSCDL.

xii. The Contractor shall furnish PSCDL all drawings for review. He shall list the detailed requirements of interface between Contractor's work and the material and services to be supplied by Contractor.

xiv. The Contractor shall have to engage their skilled personnel to render Technical Assistance & Guidance to take care of the material guarantee throughout the erection programmed.

xv. Contractor shall make his own necessary arrangements for the following and for those not listed anywhere else:

- A) Construction power supply at all work areas
- B) Construction water.
- C) Construction office and store (open & covered)
- D) Construction workshop and material/ field testing laboratory
- E) Boarding& lodging arrangement for their personnel.
- F) Fire protection and security arrangements during construction stage

*PSCDL. will not be responsible for any accident that occur at any stage of the work nor will be responsible for any payment of compensation in case of any mishap, and if any legal dispute arises, then Contractor will have to resolve it, a this risk and cost.*

## **2.4 Demolition**

The Contractor shall perform the removal of all existing facilities in accordance with the specific directions of the Authorized Personnel. All materials removed shall remain the property of PED, and the Contractor shall deliver all salvaged materials to the PED Store, or as specifically directed by PSCDL in writing.

## **2.5 Cleanup:**

The Contractor shall ensure that all work sites shall be free of all manner of debris resulting from the construction activity.

All crating, conductor reels, packaging materials, conductor scraps, and other miscellaneous items are removed from the work place .All holes resulting from removal of facilities shall be filled. If trees or brush have been cut or trimmed, all cuttings shall be removed. The worksites shall be left in clean natural conditions. Site clean-up shall be an integral part of the Provisional Acceptance process, and no line section shall be provisionally accepted unless all clean-up work has been accomplished.

## **2.6 Tree Cutting and Trimming:**

Any tree cutting or tree trimming shall be accomplished by the Contractor in coordination with PSCDL. All cutting shall be removed by the Contractor with disposition of cutting as specified by PSCDL.



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## **2.7 Interruptions to Existing Service:**

The Contractor shall arrange for required interruptions of existing service in coordination with PED and such interruptions shall be minimum.

## **2.8 Guidelines for quality control during construction:**

The supervision and inspection shall be carried out based on the following documents to be provided by the SUCCESSFUL BIDDER:-

- b) Approved route map with pole/cable schedule.
- c) Quality assurance plan agreed upon by PSCDL/PED. and turnkey contractor. Contract documents/Letter of award & special conditions of the contract.
- d) Technical specifications of the turnkey contract, for supply and erection of all equipment and materials.
- e) Relevant drawings/ blueprints, area distribution maps and schematic diagrams. Material Specifications and Construction Standards.

**2.9 Project monitoring & supervision** Physical verification will be carried out by PSCDL at works are reported to have been completed by the Contractor.  
PSCDL. Engineers may inspect the work carried out by the turnkey contractor.

## **2.10**

### **Supervision of quality of material used & works executed and construction standards adopted during construction.**

The supervision & inspection of quality of materials & equipment used and works executed and construction standards adopted during construction, should be guided by the relevant portions/sections of following guidelines and documents in the sequence they are mentioned here under, for the type of works being undertaken as per the turnkey contract: -

- a) Approved Drawings
- b) The technical specifications, of the turnkey contract, for supply and erection of all equipment and materials, including the scope of works etc.

### **2.11 Adherence to Indian Electricity regulations**

- a) The Contractor shall follow Central Electricity authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010,
- b) Central Electricity Authority (Safety requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011
- c) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010,
- d) and other existing laws, rules and statutes with regard to construction, erection and commissioning of electrical installations.

### **2.12 Pre-Commissioning checks**

# **TENDER FOR 120W LED STREET LIGHT**

Pre- Commissioning Checks: Contractor shall perform any additional test based on specialties of the items as per the Field Quality Plan/ instructions of the equipment's manufacturer or PSCDL without any extra cost to the PSCDL

## **2.13 Handing over of Asset:**

After successful completion of project, Electrical equipment's covered in the contract of project area is to be handed over to the PED. The handing over note, covering the details of all the total materials used and total work executed must be signed jointly by the Contractor and the Engineer in charge of the work. Copy of handing over note must be attached along with final bill.

## **2.14 SAFETY AND PROTECTION**

### **WORK AND SAFETY:**

- a) Safety of Contractor's employees and the general public during the execution of contract work is the responsibility of the Contractor. The Contractor shall ensure safety of all the workmen, materials, plant and equipment belonging to him or to the others, working at the Site.
- b) The bidder shall comply with all the statutory rules and regulations prevailing in the U.T including those related to safety of equipment and human beings.
- c) The Contractor shall also provide for all safety notices and safety equipment required by the relevant legislations and deemed necessary by Government/ PED. In addition, the Contractor shall ensure that its employees are adequately trained in safety matters.
- d) All equipment used in the project shall meet Indian Standards and where such standards do not exist, the Contractor shall ensure these too be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per any existing Guidelines/rules in this regard.
- e) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need and as may be directed by PSCDL/ PED, who will also have the right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability.
- f) Incase of any accident of any sort, the Contractor shall be responsible for:
  - 1) extend all medical assistance to the injured
  - 2) Make compensation for any damages claimed in respect of the accident, in charging compensation for loss of property intimating the Board and to all the authorities as per law.
- g) The Contractor shall not continue if the work is being carried out in such a way as may cause accidents and endanger the safety of the persons and /or property.
- h) The Contractor shall follow all the safety procedures stipulated by PSCDL/ PED after award of Contract which will form part of the Contract.

## **2.15 Site Safety:**

- a) Adequate safety equipment's shall be provided to all the workers, like hand gloves, headgear, safety belts, safety shoes etc. Meggers & testers shall be provided in sufficient quantity.

# TENDER FOR 120W LED STREET LIGHT

- b) Only persons having qualifications specified by PED Ltd. shall be engaged to carry out all types of electrical works.
- c) In order to maintain safety, it is necessary to work to a framework of rules to suit the wide range of site situations. The effect of human factors, as well the physical environment in which work takes place should be considered in the application of these rules.

The bidder/Contractor shall have a documented electrical safety management policy. The policy shall contain information on:

- a. The application of electrical safety rules
- b. Written authorization of people
- c. Review and audit of compliance The Contractor shall have suitable written procedures to ensure that electrical safety rules are applied to all site operations.

## 2.16 Supervisor

- a) It shall be the duty of Supervisor employed by the Contractor to ensure safety aspects of the equipment, workmen and workplace. He shall be nodal person in respect of safety.
- b) The name and address with his telephone Nos., mobile Nos., Fax Nos. and Email id for contact of such **Supervisor** of the Contractor will be promptly informed in writing to the before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

**2.17 Responsibility of Supervisor** Supervisor is responsible for:

- (a) Contacting the Authorized Person of respective section office of PED to avail the applicable permit as and when and required subsequently hand over the same to PED.
- (b) Coordinating equipment conditions & work activities with all job site supervisors.
- (c) Communicating the conditions of lines or equipment to all crews.
- (d) Informing the authorized person of respective section office of PED Ltd. of any permit transfers to other authorized personnel.
- (e) Notifying the authorized person in PED Ltd. if there is a change in the scope of work or job conditions.
- (f) Contacting the authorized person in PED Ltd. to report clear of the applicable permit as soon as the work is completed.
- (g) Ensuring that it is safe for the circuit/ equipment to be re-energized.
- (h) Reviewing & answering that all applicable work practices are followed.
- (i) Responsible for the safety of all personnel at the work location & for the overall

# **TENDER FOR 120W LED STREET LIGHT**

Supervision of the job.

## **2.18 Authorization**

The Contractor will have to forward the list of the Supervisor (Diploma Holders /ITI Certificate Holders) whom they deem fit (based upon the work experience /knowledge of the system / level) to guide /supervise the working teams on the electrical equipment of PED Ltd.

## **2.19 Fire and Safety Protection**

The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction site and equipment and material stores in safe containers. All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract. The contractor shall provide enough.1 fire protection equipment of the requisite type and quantity for the ware house, office, temporary structures, labor colony area etc. Access to such fire protection equipment, shall be easy and kept open at all time.

## **2.20 Workman Compensation**

The Contractors shall take out a comprehensive insurance policy under the Workman compensation Act1923, to cover such workers, who will be engaged to undertake the jobs covered under this Work Order and a copy of this insurance policy will be given to Employer solely for its information, reference and records. The contractor shall ensure that such insurance policies are kept at all times. The Contractor shall keep the Employer indemnified at all times, against all claims that may arise under this Work Order, including claims of compensation under the provisions of Workmen Compensation Act 1923, an as amended from time to time or any compensation payable under any other law for the time being in force by any workman engaged by theContractor/Sub- contractor/Sub-agent in carrying, out the job involved under this work order and against costs and expenses, if any, incurred by the Employer in connection there with and without prejudice to any of the Employer's rights make recovery. The Employer shall be entitled to deduct from any money due to or to become due to the Contractor under this Work order or under other contract, moneys paid or payable by way of compensation as a fore said or cost or expenses in connection with any claims there to. The Contractor shall abide by the decision of the Employer as to the sums payable by the Contractor under the provisions of this Clause. In case the Employer becomes liable to pay any

# **TENDER FOR 120W LED STREET LIGHT**

wages or dues to the labor, Government agency under any of the provisions of the Minimum wages Act, Workmen Compensation Act, Contract Labour Regulation Act or any other law due to act of omission of the Contractor, the Employer may make payments and shall recover the same from the Contractor's invoices.

## **2.21 Accident Reports, Records and Investigation**

All accidents, which result in injury or not, shall be promptly reported to Engineer in Charge of PSCDL. Every accident should be investigated to determine the cause and what steps are needed to prevent a recurrence. It shall be the responsibility of the Assistant Engineer in charge of the work to get complete details of the accident as soon as possible after it occurs.

## **TENDER FOR 120W LED STREET LIGHT**

### **3.0.**

# **TECHNICAL SPECIFICATIONS**

# TENDER FOR 120W LED STREET LIGHT

## **3.0 TECHNICAL SPECIFICATIONS**

### **3.1 TECHNICAL SPECIFICATIONS OF LED LUMINAIRE**

#### **Applicable Standards**

All applicable standards shall be as per

#### **TABLE. Environmental Conditions**

The average atmospheric condition during the year is mentioned below. The equipment shall be designed to work in such environmental conditions:

- (a) Maximum ambient air temperature: 45°C
- (b) Minimum ambient air temperature: 20°C
- (c) Max. Relative humidity: 90%
- (d) Atmosphere: Dusty and Humid
- (e) The equipment shall be suitable to sustain and work in the humid and dusty atmosphere of Puducherry.

#### **Luminaire Description**

The Luminaires shall work on single phase three wire system (phase, neutral & earth).

The luminaire light output (lumen) shall be constant and shall be able to withstand allowable supply source voltage variations/fluctuations, spikes and harmonics.

The Luminaries shall have a sturdy and corrosion resistant high pressure Die cast Aluminum alloy housing with weather proof gasket for lamp, with separate Driver compartment and control gear accessories. The housing shall be Epoxy coated, without any cracks or thorough holes, made in a single piece of die-cast LM6 Aluminum alloy. The luminaries shall be totally enclosed, dust tight and waterproof.

It should be easily replaceable in the field condition.

The heat sink used should be Aluminum extrusion having high conductivity. The dimensions of luminaries shall be optimum and adequate to permit sufficient heat dissipation, through the body itself, so as to prevent abnormal temperature rise inside the lantern and consequential damage to the cover and gasket materials, LEDs, lenses and electronic drivers. Heat sink must be thermally connected to MCPCB/ LED light source.

The Luminaries Housing shall be suitable for termination of 3C X 1.5 and 3C X 2.5 sq mm copper conductor PVC insulated flexible Cable with Double Compression Weather Proof Cable Glands if required.

# TENDER FOR 120W LED STREET LIGHT

All the LED chips shall be with peanut lens made of PMMA to provide a good street light distribution. The lens shall be mechanically fixed (not glue pasted) Poly Carbonate lenses on individual high- power LEDs designed & tested to achieve typical street lighting distribution from the LED Luminaire. These lenses provided for individual LEDs are to be fixed on lens plate in order to have consistent light distribution from luminaries. Luminaries should conform to the Photometric Distribution / requirements of Cut-Off / Semi Cut – off light distribution and optics as classified in IS 1944 and NLC2010.

Suitable number of LEDs shall be used in the luminaries. The manufacturer shall submit the proof of procurement of LEDs from OEMs at the time of testing along with the test reports.

The Luminaries shall be provided with distortion free, clear, high tensile, heat resistant, toughened glass of minimum 0.8mm thickness or UV resistant polycarbonate cover with required degree of protection. It is preferred that BIDDER offer Cover with Integrated individual lenses for LEDs fixed to housing providing required degree of protection. All hardware shall be corrosion free/stainless Steel.

An extruded silicon loop gasket shall be provided in the lantern body to ensure a weather proof seal between the cover and the metal housing to exclude the entry of dust, water, insects, etc. Luminaries should conform to degree of protection of IP 66 or above. Felt gasket will not be accepted.

Luminaire shall be closed in an **aesthetically designed** housing with corrosion resistant polyester powder Coating after phosphor- chromate treatment.

All Luminaires shall conform to RoHS/UL/CE/ERTL/ERDI and BIS requirements and Certifications as appropriate. **All the test reports from NABL accredited laboratory shall be submitted along with the technical proposal/ Bid. Drivers used in the luminaires should be having individual BIS CRS number. BIS certificate shall be submitted along with the BID in the compliance.**

Name of the PSCDL, Year of Manufacture, Batch No., Serial Number or Identification No. Luminaries Manufacturer's Name / Logo, Wattage and Frequency should be embossed on the housing.

LED luminaries, should conform to the various National / International standards for safety & performance. Manufacturer should provide test reports as per LM 79 & LM80. The test reports shall be certified from UL/ILAC/NABL accredited Laboratory(TPL) shall be submitted along with the technical proposal/ Bid for LED as well as Luminaires. -all test **reports not older than Three (3) years.**

Luminaries should conform to the National/ International standards for Safety & Performance and test certificates as per relevant standards shall be provided by the manufacturer. In case of luminaries are imported, the BIDDER shall conform to test parameters as per standards. However, Luminaire should be registered under BIS CRS for IS 10322-part 5 Sec 3 which covers all safety and protection criteria since it has been made compulsory by BIS. BIDDER shall submit the BIS registration number of Luminaires including the Driver or both if separately registered proposed for the project in the technical Proposal and not only one of the two.

The electrical component of the LED and LED driver must be suitably enclosed in separate sealed unit to function in environment conditions mentioned above.



# **TENDER FOR 120W LED STREET LIGHT**

All the connecting wires inside the Luminaries shall be Low Smoke Halogen Free, fire-retardant cable or as per IS10322-part5 Sec3 whichever is stringent.

Adequate protection against Over loading, Short Circuit, Over Voltage, over temperature, Under Voltage, String Open, Surge Protection shall be provided within the Luminaries. Drivers shall have inbuilt protection system to operate safely, automatically isolate during abnormal conditions & restart as soon as the system normalizes. Test certificates from NABL accredited Lab shall be submitted along with the BID for all the above. Drivers shall be capable of withstanding the voltage stress of 440V. Test certificates shall be submitted to justify the same.

Design of the thermal management shall be done in such a way that it shall not affect the properties of the diffuser.

All the material used in the luminaries shall not contain any toxic material/ metal like mercury; shall be halogen free and fire retardant conforming to relevant standards.

The Manufacturer shall have NABL accredited testing facilities to carry out all the relevant test and shall be offered for inspection to the PSCDL for verification of the required parameters and tests. BIDDER shall confirm the same in the BID.

The control gear shall comply with the provisions of IEC 61347-2-13:2014, IEC 62031:2018 and IEC 62384:2006 as appropriate or equivalent BIS standards IS 15885 Part- 2 Section13. BIS certificate shall be submitted along with the BID in the compliance.

The switching surges are expected in the power supply system. Appropriate surge protection shall be provided by the BIDDER for all the Luminaires offered. No claim for failure of Luminaires, on account of surges will be considered.

Additionally, as per ANSI C 136.2-2014/ UL-1449, External Surge protection device (SPD) with Thermal Protection (TMOVs) of minimum 10 kV/ 10 kA to be separately installed with each fixture. The same shall be certified from independent lab and follow IEC 62305:2010 & IEC 61643-11-2011. No claim for failure of Luminaires, on account of voltage surges will be considered.

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 PSCDL, along with circumstantial evidence preferably within 48 hours of such occurrence. The responsibility for submission of supporting documentation rests with the BIDDER.

The Luminaires shall be suitable for operation within the input supply voltage range specified. The driver of the light should be able to sense and cut-off power to the light in case of phase-to-phase/440 V fault. No claim in this regard shall be considered.

**The complete luminaire assembly including all the components shall have a Warranty period of 5 years.**

Protection against any type of mischief / pilferage should be ensured.

## **TENDER FOR 120W LED STREET LIGHT**

- (a) The Routine test on each of the offered Luminaries shall be carried out by the BIDDER before dispatch. Following tests shall be carried out as Routine tests by the BIDDER for the offered Luminaries;
- (b) Visual and Dimensional check
- (c) Checking of documents of purchase of LED
- (d) Insulation resistance test
- (e) HV test
- (f) Reverse polarity
- (g) The Acceptance test shall be carried out by PSCDL or PSCDL's Representative on a of the lot offered for Acceptance.

Following tests shall be carried out as Acceptance tests by the BIDDER for the offered Luminaries;

- (h) Visual and Dimensional check
- (i) Checking of documents of purchase of LED
- (j) Insulation resistance test
- (k) HV test
- (l) Over voltage protection
- (m) Surge protection
- (n) Reverse polarity
- (o) Test for IP66 protection

Following Type tests reports shall be provided by the BIDDER for the offered Luminaries from NABL Accredited Laboratory along with the BID;

- (a) IES-LM-79 Reports from NABL Accredited Laboratory
- (b) IES-LM-80 Report for LED Chip along with Data sheet
- (c) BIS/CRS Registration Certificate for IS 10322 (Part 5 Sec 3)
- (d) Resistance to humidity, Dust and Moisture
- (e) Insulation resistance test/ electrical strength
- (f) HV test
- (g) Over voltage protection

# **TENDER FOR 120W LED STREET LIGHT**

- (h) Surge protection
- (i) Reverse polarity
- (j) Temperature rise Test
- (k) Colour Rendering Index measurement test
- (l) Heat resistant test
- (m) Fire retardant Test(Including Wiring)
- (n) TestforIP66protection
- (o) Test report confirming to Impact resistance
- (p) Endurance Test
- (q) Life Test
- (r) Photometric Measurements Test Report(IESLM79)
- (s) LED Lumen Maintenance Test Report (IESLM80)(As provided by LED manufacturer)

## **DOCUMENTS REQUIRED TO SUBMITTED BY BIDDER DURING TECHNICAL BID**

- (t) Vibration test as per ANSI
- (u) Drop Test
  - (a) Offered Solution for Smart Lighting with details of the technology
  - (b) Typical Design report highlighting the solution.
  - (c) Details of the LED chip offered, technical data sheet, Type test report, Details of LED Luminaire, technical Data sheet of the offered ratings, Type test reports
  - (d) Driver test report for all dimming stages(iv)  
Guarantee/warrantee offered
  - (e) LED Data sheet and NABL accredited Lab Type test reports of the Luminaire as follows;
    - (i) IES-LM-79 Reports
    - (ii) IES-LM-80 Report for LED Chip
    - (iii) BIS/CRS Registration Certificate for IS15885 (Part 2Sec13) and IS 10322 (Part 5 Sec 3) for Driver/ Control gear and Luminaire
    - (iv) Resistance to humidity, Dust and Moisture(v)  
Insulation resistance test/ electrical strength

# TENDER FOR 120W LED STREET LIGHT

- (vi) HV test
- (vii) Over voltage protection
- (viii) Surge protection
- (ix) Reverse polarity
- (x) Temperature rise Test
- Colour Rendering Index measurement test
- (xi) Heat resistant test
- (xii) Fire retardant Test(Including Wiring)
- (xiv) TestforIP66protection
- (xv) Test report confirming to Impact resistance
- (xvi) Endurance Test
- (xvii) Life Test
- (xviii) Photometric Measurements Test Report(IESLM79)
- (xix) LED Lumen Maintenance Test Report(IESLM80)(As provided by LED manufacturer)
- (xx) Vibration test as per ANSI
- (xxi) Drop Test
- (f) Guaranteed Energy consumption for each Luminaire and its system including the losses.
- (g) Data sheet of all the luminaires, drivers & Controllers offered along with their respective type test reports as specified above. **IES files of the luminaires offered must be submitted along with the Bid.**
- (h) Driver/ Control gear Data sheet and NABL accredited Lab type test reports of the driver as follows;
  - (i)Overvoltage protection
  - (ii) Open circuit protection
  - (iii)Short circuit protection
  - (iv)Surge protection
  - (v)Over temperature protection

## APPROVED MAKES

# TENDER FOR 120W LED STREET LIGHT

## Approved Make

Sr.No	Description	Approved Make
1	LED Chip	Cree, Osram, Nichia, Philips Lumi leds
2.	Lighting Fixtures	Philips(Signify)/ Wipro/ Bajaj/ Havells/ Lighting Technology/ Crompton/ Keslec or Equivalent brand of repute which have been used in other City Lighting Projects or any other makes of repute and meeting all specifications as stipulated in the Bid Document will also be considered, but final decision on selection of make will be at the discretion of PSCDL.

### TECHNICAL SPECIFICATION FOR STREET LIGHT :

S.No.	Typical specifications of LED street lights	Supporting document
1	Bright (neutral) white LEDs shall be used in the luminaries and the wattage of these LEDs shall be >1w and <3W. The LEDs shall be SMD type (Not COB type LEDs)	LED Technical Data sheet
2	Lifespan of LEDs used in the Luminaire shall be more than 50,000 hours at 70% light output	LM-80/IS16105, L70&TM21 Test Report test report including technical data sheet of LED Chip
3	All the LED chips shall be with peanut lens made of PMMA to provide a good street light distribution. The lens shall be mechanically fixed (not glue pasted)	Confirmation
4	Nominal sys Wattage: suitable Wattage with nominal system lumens: A) 14000 lumens (MINIMUM) with 120 (+/- 5%) wattage	LM-79 report
5	Colour rendering index (CRI) of the LEDs used in the luminaire shall be greater than 70	LM-80/IS16105, L70&TM21 Test Report test report including technical data sheet of LED Chip
6	LED chip make—Nichia, Philip lumi led, Osram, CREE	LM-80/IS16105, L70&TM21 Test Report test report including technical data sheet of LED Chip
7	LED chip efficacy shall be more than 135 Lumens/watt at Tj 25°C	LED Technical Data Sheet
8	Junction Temperature (Tj) should be < 105°C	Manufacturer self-certify
9	Photo Biological Safety Report for the LEDs as per IEC62471 and assessment of blue light as per IEC/TR62778—Ed.1.0	Photo Biological Safety Report
10	Colour temperature of the luminaire shall be in the range of nominal 4000K to 4500K	LM-79 report for both type of LED's to be submitted by the Bidder
11	Power factor	> 0.95
12	Nominal System Efficacy (lumen/watt)	Shall be > 110 lumen/watt
		LM-79 report

# TENDER FOR 120W LED STREET LIGHT

13	CRI of Luminaries	>70	LM-79report
14	Lumen depreciation for rated life<30%		LM80 Report to be submitted and Manufacturer has to self-certify
15	The luminaire light output(lumen) shall be constant. The voltage variations / fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/- 2% is allowed throughout in the input operating voltage range		LM-79report
16	Operatingvoltage:140Vto270Vuniversalelectronicdriverwithinternalsurgeprotectionof4KV(ApplicabilityIS15885, DriverSafety16104-1/2)		NABL accredited lab report
17	Total Harmonic Distortion:<10%THD-TestMethodIEC:610003-2		NABL accredited lab report
18	LED Drive current	>=350mA<1200Ma	LM-79report
19	LED driver efficiency	>85%	LM-79report
20	Heat dissipation / heat sink: Well-designed thermal management system with defined heat sink		NABL accredited lab report
21	The luminaire housing shall be made up of corrosion free High Pressure Aluminium die cast thus conforming the luminaire to minimum IP-66 for all wattages and safety as per IEC 60598/IS 10322.(Only single housing fixtures allowed).		NABL accredited lab report
22	The luminaire shall be equipped with distortion free, clear, heat resistant, toughened, UV stabilized glass/Poly- carbonate cover in the front fixed to the die cast Aluminium frame which shall be fixed to the housing by means of Corrosion resistant or Brass screws for areas not inside IP66 rated chamber. Zinc plated steel or equivalent screw can be applied inside sealed chambers.		NABL accredited lab report
23	The luminaire shall be built in such a way that it can With stand wind speed of 150kmph.(Impact resistance>=IK08)		NABL accredited lab report
24	Frequency	50Hz+/-3%	
25	Operating temperature	Range:0Cto+50C	NABL accredited lab report
26	Protections	IP66for all type of lamp to be installed Surge protection 4kV, IEC61000-4-5	NABL accredited lab report
27	Working humidity	10%to95%RH	
28	Conformation standards of luminaire (Test reports of luminaire)	The luminaire should conform to IEC 60598/ IS:10322 The Luminaire should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 Standards and following test report should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test, Photometry Test(L M79 report),Vibration Test	From NABL Certified TPL Test report  TEST REPORT as per IS:10322-part 5 Sec-3 /IEC:60598-2-3

# TENDER FOR 120W LED STREET LIGHT

29	Finish	Aesthetically designed housing with corrosion resistant Polyester powder coating	Self-Declaration
30	Luminaire configuration/	Side entry type. Shall consist of separate optical and control gear compartments.	Self-Declaration
31	Compliance	RoHS/CE/ERTL/ERDI	Confirmation
32	Surge Protection	External Surge protection of minimum 10kV/10kA to be separately installed with the Each fixture.	As per ANSI C136.2-2014
33	Mounting height of Streetlight	7m from road level	

The bidder shall ensure the required lighting parameters are met. Road width of: 10-12 m (for 120 watts)

1. Arrangement: Suitable Wattage of LED street light with system lumens > single sided arrangement.
2. Overhang: max 1.5 M. (for 120 watts)
3. Pole to pole distance: 20m to 30 m
4. Required avg lux level:  $\geq 15$  lux for 120 watts
5.  $E_{min}/E_{avg} \geq 0.4$  at road
6.  $E_{min}/E_{max} \geq 0.33$  at road
7. Maintenance Factor to be considered: 0.80
8. Grid points: Road: 10x8 points (for 120 watts).

# **TENDER FOR 120W LED STREET LIGHT**

## **ANNEXURES**



# TENDER FOR 120W LED STREET LIGHT

## Annexure 1 - Guidelines for Pre-Qualification Proposal (part of Technical proposal) Annexure1.1-ChecklistforthePre-Qualification Proposal

	List of Documents	Submitted(Y/N)	Description
	Proof of Tender Fee and Bid security declaration submitted		
	Bid Covering Letter As per format provided at Annexure1.2		Reference No: Date of Letter:
	Bidders' Particulars As per format provided at Annexure1.3		Name of Bidder(s):
	Power of Attorney in favor of Authorized signatory. As per format provided at Annexure 6		Date of Pota: Name Authorize Person:
	Copy of Certificate of Incorporation /Registration under Companies Act,1956/2013 or corresponding Act in a broad		Registration Number: Date of Incorporation:
	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2018-19, 2019-20, 2021-22		Year-wise details of turn over
	Declaration for not blacklisted by Central /State Government/ PSU entity in India or similar agencies globally forum satisfactory past performance, corrupt, fraudulent or any other un ethical Business practices as on date of submission of the proposal. As per format provided at Annexure 4		Reference No: Date of Letter:

# TENDER FOR 120W LED STREET LIGHT

	BID SECURITY DECLARATION CERTIFICATE		ANNEXURE -7
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# TENDER FOR 120W LED STREET LIGHT

Annexure1.2

## Pre-Qualification Cover Letter

(To be submitted on the letter head of the bidder)

Date:

To

The Chief Executive Officer,  
Puducherry Smart city development Limited (PSCDL)  
NO:2, Bussy street, Old Court Buildings,  
Puducherry-605001

**Subject:** RFP for SITC of LED street lights in PAN CITY area of Puducherry  
under Smart Cities Mission

**RFP Reference No:** 021/PSCDL/2021-22

Dear Sir,

With reference to your "**RFP for**" SITC of LED street lights in PAN CITY area of Puducherry Under Smart Cities Mission, we here by submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the PSCDL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- b. We have submitted the bid declaration certificate and Tender fee of INR []online through e-Tendering Portal([www.pudutenders.gov.in](http://www.pudutenders.gov.in)),
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 60 days from the date of opening of pre-qualification bid prescribed by **PSCDL** and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

# TENDER FOR 120W LED STREET LIGHT

- f. In the event of acceptance of our bid, we do here by undertake:
- i. To supply the products and commence services as stipulated in the RFP document
- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quote dare inclusive of design, development, delivery, installation, commissioning, training, providing facility management and hand holding support, and inclusive of all out-of-pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the **PSCDL** may cancel the bidding process at any time and that **PSCDL** is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact email at

---

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)Printed Name

Designation

**Seal**

Date:

Place: Business

Address:

# TENDER FOR 120W LED STREET LIGHT

## Annexure1.3

### Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

SNo	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Website Address	
5.	Status of Company(Public Ltd., Pvt. Ltd., etc.)	
6.	Company's GSTIN	
7.	Company's Permanent Account Number(PAN)	
8.	Company's Revenue for the last 3years(Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response Authorized Signatory

Name Seal

# TENDER FOR 120W LED STREET LIGHT

## Annexure1.4

### Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

***Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification criteria and technical bid evaluation.***

# TENDER FOR 120W LED STREET LIGHT

## Annexure1.5

### Consortium Agreement

#### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

**[On Non-judicial stamp paper of Rs200 duly attested by notary public]**

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2021 at [Place] among ----- (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and----- (herein after referred as"")and having office at [Address], as Party of the Second Part and ----- (hereinafter referred as " ")and having office at[Address],as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS PSCDL, has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in RFP for SITC of LED street lights" in PAN CITY area of Puducherry under Smart City Mission":

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

ASMUTUAL UNDERSTANDING OFTHE PARTIES,IT IS HEREBY AGREED ANDDECLARED ASFOLLOWS:

- (a) The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the "RFP for"SITC of LED street lights in PAN CITY area of Puducherry under Smart City Mission": as a Consortium.

Sign Contract in case of award.

Provide and perform the supplies and services which would be ordered by the PSCDL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the PSCDL for "RFP for SITC of LED street lights "in PAN CITY area of Puducherry under Smart City Mission" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- (b) The Parties shall be jointly and severally responsible and bound towards the PSCDL for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.

- (c) (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carryout the following functions:

To ensure the technical, commercial and administrative co-ordination of the work package to lead the contract negotiations of the work package with the PSCDL.

The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.

## TENDER FOR 120W LED STREET LIGHT

In case of an award, act as channel of communication between the PSCDL and the Parties to execute the Contract.

(d) Each member of the consortium agrees to place at the disposal of the consortium, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Party A or Lead Partner: Financial  
responsibility (Minimum 51%)  
Profit/loss sharing ratio:

Party B: Financial responsibility:.....  
Profit/loss sharing ratio:.....

(e) All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.

(f) The members in the proportion as mention in clause-v shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

(g) That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

(h) That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:  
Party B:

(i) That the broad roles and the responsibilities of each Party at each stage of the project execution shall be as below:

Party A:  
Party B:

(j) That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

(k) That this MoU shall be governed in accordance with the laws of India and courts in Kerala shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness where of the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) Witness:

i.  
ii.



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## Annexure2.

### Guidelines for Technical Proposal

#### Annexure2.1-Check list for the documents to be included in the Technical Proposal

SL.No.	List of Documents	Submitted(Y/N)	Description
i)	Technical Bid Covering Letter		Reference No: Date of Letter:
ii)	Technical Compliance Matrix		-
iii)	Project Implementation Approach		-
iv)	Copy of Work order to support that the Sole Bidder or Lead Member or any member of its Consortium should have successfully completed projects as per requirements.		Customer Name: Work Order Number: Date of Work Order: Project Value: Completion Date:

# TENDER FOR 120W LED STREET LIGHT

## Annexure2.2.Technical Bid Cover Letter

(To be submitted on the Letter head of the responding firm)

Date: dd/mm/yyyy

To

**The Chief Executive Officer  
Puducherry Smart city development Limited (PSCDL)  
PUDUCHERRY-605001.**

**Sub: RFP for “Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission”**

RFP Reference No: 021/PSCDL/2021-22

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the under signed, offer to provide the professional services as required and outlined in the **RFP for Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission**

We attach here to the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “**RFP for “Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission**” put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and PSCDL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized or scheduled commercial bank in India, for a sum of equivalent to 3% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 60 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and PSCDL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PSCDL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements there in do not in whole or in part mislead PSCDL as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/

# TENDER FOR 120W LED STREET LIGHT

firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:(Signature)(Name)

(In the capacity of)[Seal / Stamp of bidder] Witness Signature:

Witness Name:

Witness Address:

-----

## CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_ Who signed the above Bid is authorized to do so and bind the company by PSCDL of its board/ governing body.

Date: Signature: (Company Seal)(Name)

# TENDER FOR 120W LED STREET LIGHT

## Annexure2.3

### FormFIN-2: Average Annual Turnover

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the e-tender website“ [www.pudutenders.gov.in](http://www.pudutenders.gov.in)” along with the Bid.

Note:

\*The detailed procedure for downloading/ uploading the documents will be available n Help wizard& FAQ of the above-mentioned website.

**Certificate from the Statutory Auditor (Chartered Accountant)/Company Secretary**  
**The said certificate also needs to be counter signed by authorized signatory of the**

**bidder Each Bidder or member of a consortium must fill in this form**

All figures are in INR(Crore)				
Financial information in Indian Rupees		Audited Financial Figures (Previous3years)		
		2018-19	2019-20	2020-21
1	Total assets			
2.	Current assets			
3.	Total liabilities			
4.	Current liabilities			
5.	Profit before taxes			
6.	Profit after taxes			
7.	Net Worth			
8.	Annual Turnover			
9.	Liquid Assets			

The information supplied should be the Annual Turnover of the Bidder or each member of a consortium in terms of the amounts billed to clients for each year for work in progress or completed, converted to INRs at the rate of exchange at the end of the period reported.

# **TENDER FOR 120W LED STREET LIGHT**

## **Annexure 3**

### **Guidelines for Financial Proposal Annexure 3.1-Financial Proposal Cover Letter**

(To be submitted on the Letter head of the Bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer**

**Puducherry Smart city development Limited (PSCDL)**

**PUDUCHERRY-605001.**

**Sub: Bid for RFP for Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission" RFP Ref: No: 021/PSCDL/2021-22**

Dear Sir,

I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by PSCDL;

1 I/ We understand that any additional item required to make the entire project/ work operational/ use able shall have to be provided by us.

2 I/We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.

3 I / We agree to abide by this bid for a period of 60 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

5 I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

6 We understand that PSCDL shall take into account all Taxes including GST, Duties & Levies for the purpose of evaluation & selection of L-1 bidder

7 We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly

# **TENDER FOR 120W LED STREET LIGHT**

acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical Specifications, Service Level Standards & in conformity with the said bidding document for the same.

- 8 I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
- 9 I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- 10 I/We undertake to successfully operationalise the entire solution as per scope of work mentioned in the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Date: Place:

Yours faithfully,

(Signature of the Authorized signatory)  
(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Member

# TENDER FOR 120W LED STREET LIGHT

## Annexure 3.2

### Financial Proposal Format & Instructions

**To be submitted on e-Tendering Portal only (i.e., [www.pudutenders.gov.in](http://www.pudutenders.gov.in))**

**Bill of Quantities (BOQ) is uploaded separately as Microsoft excel file. Instructions:**

- a) Bill of Quantities (BOQ) is also available in the web portal along with the tender document. All bid documents are to be submitted online only and in the designated manner on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained except for the documents specifically indicated i.e. Technical proposal and Pre qualification documents along with bid security declaration certificate.
- b) The Bidder shall submit their bid online only through the website of Puducherry ([www.pudutenders.gov.in](http://www.pudutenders.gov.in)) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the bidders shall download the tender documents including the Bill of Quantity (BOQ) file from the e-tendering portal <http://www.pudutenders.gov.in>. The Bidder shall fill up the documents. And submit the same online using their Digital Signature Certificate. On successful submission of bids, a system receipt can be generated downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online. Submission of Price proposal in hard copy would result in disqualification and rejection of bid.
- c) PSCDL does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- d) All items provided should be under Insurance. The Insurance should be for entire duration of the Project and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc.
- e) Bidder should provide all prices as per the prescribed format .
- f) All the prices are to be entered in Indian Rupees ONLY
- g) PSCDL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h) PSCDL shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- i) The Bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by PSCDL whatsoever.
- j) Bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.
- k) Any component/fixtures/ancillary/adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.
- l) I/we fully agree to execute any work/item for which our rates are exceptionally lower in comparison with engineers estimate on our quoted rates only. I/we will not ask any increase in the quoted rate on any ground. I/ we am / are fully aware that if I/we fail to execute the work on quoted rate client /PSCDL is fully empowered to get the work executed through any other contractor on market rate at our risk & cost. PSCDL shall deduct the certified amount payable to other contractor who has executed said work from our bills/ bank guarantee & I /we shall have no claim whatsoever on PSCDL

# TENDER FOR 120W LED STREET LIGHT

## Annexure 4

### Format for Declaration by the bidder for not being Black listed/ Debarred

(To be submitted on the Letter head of the Bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer**

**Puducherry Smart city development Limited(PSCDL)  
PUDUCHERRY-605001.**

**Subject:** Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

**RFP Ref: No: 021/PSCDL/2021-22**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company\_\_ is not debarred/black listed by any Central/ State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other un ethical business practices or for any other reason as on last date of submission of the Bid. In the even to if any deviation from the factual information/ declaration, PSCDL reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_

Signature of Authorized Signatory (with official seal)

Date :

Name: Designation: Address: Telephone & Fax: E-mail address:



# TENDER FOR 120W LED STREET LIGHT

## Annexure 5

### Format of sending pre-bid queries

**RFP Reference No: 021/PSCDL/2021-22**

<b>Bidder's Request for Clarification</b>				
Name and complete official address of Organization submitting query/request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
	<b>Clause No.</b>	<b>Page No.</b>	<b>Content of RFP Requiring Clarification</b>	<b>Change Requested/ Clarification required</b>

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

**Note: Bidder(s) are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel for making consolidation process easy.**

# TENDER FOR 120W LED STREET LIGHT

## Annexure 6

### Power of Attorney

*[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]*

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_  
--(Name & Designation) to do all such acts, deeds and things necessary to the application in connection or incidental with the RFQ/RFP/Tender No: \_\_\_\_\_, floated by M/s Puducherry smart city development limited. For) including signing and submission of all the documents and providing necessary information/response to Puducherry smart city development limited. and also, to bid, negotiate and also to execute the contract, in case is the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between (the Bidder/Joint Venture/Consortium) and Puducherry smart city development limited., if tender is awarded in favor of (the Bidder/Consortium), which ever is applicable.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of (the Bidder/Consortium).

IN WITNESS WHEREOF, WE (the Bidder/Lead Member of the Consortium as previously mentioned) have executed these presents on this day of \_\_\_\_\_

For (Bidder/Lead Member)

#### Competent PSCDL Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.200/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

# **TENDER FOR 120W LED STREET LIGHT**

**Lead Member has to submit the Power of Attorney in favor of Authorized signatory in below given format in case of Consortium.**

## **POWER OF ATTORNEY BY THE CONSORTIUM MEMBERS**

(To be printed on Non-Judicial Stamp paper of appropriate value and duly notarized) To know

all men by these presents that we party whose details are as follows;

1. M/s ,a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at (here in after referred as“\_\_\_\_\_”,which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)and represented by its .

2. M/s ,a Company/LLP/Partnership/Proprietorship incorporated under the provisions of the Companies Act, 1956/Limited Liability Partnership Act, 2008/The Partnership Act, 1936, and having its registered office/principal place of business at (here in after referred as“\_\_\_\_\_”,which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) and represented by its

\_\_\_\_\_.

Have entered into a Joint Venture/Consortium agreement for the purpose of request for qualification/proposal/securing the work of\_\_\_\_\_ vide tender No: and with our principal place of business at (Here in after referred as“\_\_\_\_\_”, which the term shall unless otherwise repugnant to

The context shall mean and include all its success or sand permitted assigns)

We, the above said parties, through this power of attorney mutually agrees to hereby constitute, nominate and appoint“ \_\_\_\_\_”,who is the lead member of the JV/Consortium as our duly constituted Lawful Attorney (herein after referred as “Attorney/Lead Member”) to exercise all or any of the powers for and on behalf of the Joint Venture Company/Consortium Members in regards to the Specification No: the bids for which have been invited by the Puducherry smartcity development limited. (Here in after referred to as “PSCDL”)

## **TENDER FOR 120W LED STREET LIGHT**

- a. To submit proposal and participate in the above-mentioned bid specification of PSCDL on behalf the "Consortium/Joint venture Members".
- b. To negotiate with the Purchaser the terms and conditions for award of the contract pursuant to the above-mentioned bid and to sign the Contract with PSCDL for and on behalf of the "Consortium/Joint venture Members".
- c. To do any other actor submit any document related to the above.
- d. To receive, accept and execute the contract for and on behalf of the "Consortium / Joint venture Members".
- e. To authorize any person, employee or otherwise to represent the Lead Member and Consortium/JV for doing the aforesaid
- f. In the event of an order placed on the Joint Venture/Consortium the work shall be executed as per the terms and conditions of the Purchase Order issued and the Agreement executed between PSCDL and the Joint Venture.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the Consortium and Puducherry smart city development limited., if tender is awarded in favor of the Consortium.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney/Lead Member and its authorized person/s pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney/Lead Member shall always be deemed to have been done by us.

IN WITNESS THEREOF, the Members constituting the Consortium as previously mentioned have executed these presents on this day of under the Common Seal(s)of their companies.

**For**

**For**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

**Note:**

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- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable award and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as are solution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder:

# TENDER FOR 120W LED STREET LIGHT

## Annexure 7

### Format for Bid declaration certificate for Earnest Money Deposit (If applicable)

(To be printed on non-judicial stamp paper of appropriate value)

### Bid- Security Declaration

To

THE CHIEF EXECUTIVE OFFICER  
PUDUCHERRY SMART CITY DEVELOPMENT  
LIMITED, UDUCHERRY

Reference: (1) RFS No: \_\_\_\_\_. (2) Our Bid No. \_\_\_\_ dt.

1/ We, irrevocably declare as under:

..... I/We understand that, as per Clause of Tender/bid conditions, bids must be supported By a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to PSCDL's right to claim damages or any other legal recourse) if,

- 1) I am/We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by PSCDL, I/we fail to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing

Declaration Form: Duly authorized to sign the bid for and on behalf of:

\_\_\_\_\_(complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

(Note: In case of a consortium, the Bid Security Declaration must be in the name of all partners of the consortium that submits the bid).

# TENDER FOR 120W LED STREET LIGHT

## Annexure 8

**Format for Irrevocable Unconditional Performance Bank Guarantee  
(Performance Bank Guarantee-Unconditional) or as per the format in GCC.**

(To be printed on non-judicial stamp paper of appropriate value)

\_\_\_\_\_  
\_\_\_\_\_  
**Beneficiary: The** Chief Executive Officer,  
Puducherry Smart city development Limited (PSCDL),  
PUDUCHERRY605001.

**Date:**       /      /2021

This Deed of Guarantee made this the---dayof20XXby----- (Name of the Bank),having its  
Registered office at-----, and one of its branches at (Address of the Branch)  
-----

(Herein after called the Guarantor) in favor of Puducherry smart city development limited.,-----  
herein after called the beneficiary). WHEREASM/s.(Name of the Contractor)having their  
address/registered Office at\_\_\_\_\_ (Address of the Contractor's registered  
Office)(herein after called the "Contractor") was awarded contract for(supply/Erection/ Supply&  
Erection/Work/others-specify the purpose)of (Name of the material/equipment/work/others-  
specify)by Puducherry smart city development limited., the "Beneficiary" and

WHEREAS a performance guarantee of Rs -----/- Has to be submitted by the  
Contractor, before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs.  
(Amount as stipulated) valid till (mention here date of validity of this Guarantee which will be -  
----- days beyond the contract period) towards Performance guarantee amount payable  
to the Beneficiary, and WHEREAS the Guarantor has agreed to issue such Bank Guarantee  
to the Beneficiary as here under mentioned:

We,(Name of the Bank and address of the Branch giving the Bank Guarantee) having our  
registered Office at (Address of Bank's registered Office)here by give this Bank Guarantee No.  
dated\_ and do the Contractor and without the beneficiary having to substantiate its demand, to the  
beneficiary a sum not exceeding Rs.\_\_\_\_\_ (Amount as stipulated) (Rupees)

## **TENDER FOR 120W LED STREET LIGHT**

(in words)on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorized officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We,(Name of the Bank) further under take to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any PSCDL. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We,(Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank up to and inclusive of (Mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOTWITHSTANDING anything contained herein before, our liability under this Guarantee is



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restricted to Rs.(Amount as stipulated)(Rupees\_\_\_\_(in words).Our Guarantee shall remain in force till (90daysafter the date of validity of the contract).

Unless demands or claims under this Bank Guarantee are made to us in writing on or before (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank.

Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

**Place:**

**Date:**

**Signature of the Bank's**

**Authorized**

**Signatory with Official Seal**

***Note: All italicized text (including foot notes)is for use in preparing this form and shall be deleted from the final product.***

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## ANNEXURE 9

### LETTER OF ACCEPTANCE

[letter head paper of the Employer]

No.: /PSCDL/2021-22

To:

\_\_\_\_\_  
\_\_\_\_\_  
[name and address of the Contractor]

Dear Sir,

Sub: - Letter of Acceptance(LOA) for “**Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission**”, PUDUCHERRY-Reg.

Ref:- 021/PSCDL/2021-22

1. This is to notify you that your above referred Bid dated..... 2022 for execution of the tender work of“.....”RFP no: PSCDL/.....dated (Tender ID: .....\_1)for the Accepted Contract Amount of the equivalent of Rs

..... (Rupees ..... Only) (incl. of all taxes,) in Indian Rupees as negotiated, corrected and modified in accordance with the Instructions to Bidders, vide references cited above is hereby accepted by Puducherry smart city development limited..

2. You are hereby requested to furnish the Performance Security @ 3 %of total contract value equivalent to Rs ..... /- (Rupees ..... only) within 15 days in accordance with the Conditions of Contract.

3. Also, it is requested to enter into a Contract with PSCDL, within 15 days on receipt of this Letter of Acceptance (LOA)on a stamp paper of Rs/-in prescribed format.

4. Until the conclusion of Contract, this Letter of Acceptance (LOA) shall constitute a binding Contract between us.

5. The Letter of Acceptance is sent herewith in duplicate. You are requested to accept the same unconditionally and send one copy of it duly signed by the authorized signatory within 7(seven)days of receipt of this LOA.

Thanking you,

Yours faithfully,

Chief Executive Officer

Attachment: Contract Agreement

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## ANNEXURE-10

### Format of Contract Agreement

(The value of stamp paper for the agreement which is to be executed by the successful bidder is Re.1/- for every Rs.1000/- or part thereof on the amount agreed in the contract subject to a minimum of Rs.200/- and a maximum of Rs.1lakh.)

#### **AGREEMENT**

This agreement is entered on this \_\_\_\_\_, 2022 by and between;

**M/s Puducherry Smart city development Limited (PSCDL)**), incorporated as a company under the provisions of the Indian Companies Act 1956 and having its **registered office at No.- -----, PUDUCHERRY – 605001** (hereinafter referred as “**PSCDL**”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by **Chief Executive Officer**, on the **FIRST PART**

AND **M/s.....**, where in its lead bidder is \_\_\_\_\_, a company having its registered office at \_\_\_\_\_ (hereinafter referred as “**Contractor**”, which the term shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) represented by \_\_\_\_\_ on the **SECOND PART**

For the purpose of this agreement, both PSCDL and the Contractor are collectively called Parties and individually as Party Whereas—

PSCDL has floated a Tender for Selection of “**RFP for Engineering, Design, Supply, installation, testing and commissioning of LED streetlights in PAN CITY area of Puducherry under smart city Mission**” vide **PSCDL/.....dated----- (Tender ID:)** (hereinafter referred as “Said Tender”) and the Contractor turned out to be the successful bidder in the said tender.

PSCDL in consideration of the bid documents submitted by the Contractor has accepted the bid of the Contractor and issued the **Letter of Award** vide.....letter dated..... awarding the said tender to the Contractor for the execution and completion of the works as specified in the tender and remedying any defects therein (hereinafter referred as “Work”) for a sum of **Rs.....** (Rupees Only/-incl. Of all taxes) (here in after referred as “Contract price”) In compliance with the tender condition as well as the Letter of Award, the Parties do hereby reduce their understandings into this agreement.

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## NOW THIS AGREEMENT WITNESS THEREIN AS FOLLOWS

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the contract documents referred to.
2. **Tenure:** This agreement shall be deemed to have been commenced from .....and be valid for a period of.....(....)months.
3. That, several documents as mentioned here in below which forms part of this agreement shall be read mutually supplementary and explanatory to each other
  - a. Letter of Award/Acceptance vide .....letter dated .....2022
  - b. Notice Inviting Tender vide No.....dated .....2022
  - c. Request for proposal
  - d. Minutes of pre-bid meeting & addendum
  - e. Corrigendum
  - f. Date corrigendum
4. That, unless otherwise expressly provided elsewhere in this agreement in the event of any conflict, discrepancy or ambiguity between them, the priority of documents shall be in the order;
  - a. This agreement
  - b. Letter of Award/Acceptance
  - c. The Complete Set of Bid Documents including Addenda(if any)
  - d. The Special Conditions of the Contract (Particular conditions)
  - e. The General Conditions
  - f. The completed schedules and any other documents forming part of the contract.
5. That, in consideration of the payment to be made by PSCDL to the Contractor as specified herein above, the contractor has agreed to execute and complete the work within the tenure of this agreement in strict compliance of the terms and conditions of this agreement.
6. That, PSCDL do hereby covenants to pay the Contractor in consideration of the execution and completions of the Work, the contract price or any other sums as agreed under this agreement as may become payable under the provisions of this agreement at the time and manner as prescribed under the Schedule of this Agreement.
7. **Notices:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

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In case of PSCDL PUDUCHERRY SMART CITY DEVELOPMENT LIMITED(PSCDL)) PUDUCHERRY - 605001 PHONE:0413- E-MAIL: <a href="mailto:pscdelectl@gmail.com">pscdelectl@gmail.com</a>	In case of Contractor
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## 8. Dispute Resolution Mechanism:

a. **Arbitration:** In case of any dispute or differences, arising out of this agreement shall be settled amicably between the parties by way of mutual discussion or negotiation. If such dispute or differences could not be resolved within 30 days from the date of commencement of such discussions or negotiation, then the same shall be referred to a Sole Arbitrator (to be appointed by PSCDL) under the provisions of the Arbitration and Conciliation Act, 1996. Seat of Arbitration shall be PUDUCHERRY. Language of the arbitration proceedings shall be English. Award of the Sole Arbitrator shall be final and binding upon the parties.

b. **Jurisdiction:** Subject to above mentioned arbitration clause, any dispute or differences arising out of this agreement shall fall under the exclusive jurisdiction of the courts at PUDUCHERRY.

IN WITNESS WHEREOF the parties hereto have caused their respective Common sign and Seals to be here unto affixed/ (or have here unto set their respective hands and seals) the day and year first above written.

For Puducherry smart city development limited.	For.....
Authorized Signatory	Authorized Signatory

**Witnesses:**

1.

2.

**PSCDL**

# **TENDER FOR LED STREET LIGHT**