



Energy Management Centre - Kerala

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TENDER NOTICE

Competitive tender in two cover system Part-1 Bid Qualification Requirements (BQR) with Earnest Money Deposit (EMD) and Technical Bid with Commercial terms without Price Bid (Envelop – 1), and Part – II Price Bid in accordance with the attached commercial terms and technical specifications (Envelop - 2) are invited from reputed and experienced Manufactures/Registered Dealers for the **Supply of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme” at Energy Management Centre.** The documents also can be downloaded from the EMC web site www.keralaenergy.gov.in from 09-01-2016 at 10.00 am to 27-01-2016 at 12.00 Noon. The cost of tender document shall be submitted as separate DD along with the submission of Bid. Those who do not submit tender cost will be treated incomplete tender and will not be consider for further evaluation.

Thiruvananthapuram

Director

09-01-2016

ENERGY MANAGEMENT CENTRE-KERALA (EMC)

SREEKARIYAM, THIRUVANANTHAPURAM - 695017

NOTICE INVITING TENDER FOR THE SUPPLY OF 65 NOS OF 25 WATTS ENERGY EFFICIENT LED STREET LIGHT (WALL MOUNT) FOR “ENERGY EFFICIENT SCHOOL PROGRAMME”

Competitive sealed tenders are invited from Indian Registered Dealers/Manufacturers who have supplied, LED light fixtures/luminaires to any of the Central/ State Govt. Departments/Agencies in the last three years i.e. 2012-13, 2013-14, 2014-15 of at least for a value of at least Rs. 15 Lakhs in single order with average annual turnover of at least Rs. 50 lakhs in the last three years and the bidder have good track record with those Departments/agencies and having sound financial technical resources and capability in supply of LED electrical lighting fixtures/luminaires. Bidder shall enclose the purchase orders received from these departments/agencies in support of experience.

Tender no: EMC/PUR/16/T-57 dated 09-01-2016

Name of work: Supply of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme” at Energy Management Centre Office at Sreekariyam, Thiruvananthapuram.

Scope of Work: Supply, of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme”

Location: Energy Management Centre, Sreekariyam, Thiruvananthapuram, Kerala.

Tender documents can be downloaded from EMC website www.keralaenergy.gov.in from 09-01-2016 at 10.00 am to 27-01-2016 at 12.00 Noon.

Cost of tender document: Rs. 420 plus VAT @ 5 % to be paid as DD in favour of Director, EMC along with the submission of tender.

Last date and time of receipt of tender : 27-01-2016 at 3.00 pm.

EMD: Rs. 5250/- as DD in favour of - Director, Energy Management Centre, payable at Thiruvananthapuram

Period of supply: One calendar month from the date of Letter of Intent (LOI)

The Tenderer shall quote the rates including all taxes and duties, levies including freight, insurance during transit and delivery at site. But the successful tenderer shall produce proof of payment of all taxes and duties.

Tenderer shall supply the proof of having supplied, LED light fitting for a value of at least Rs. 15 lakhs in single order along with its performance certificate issued by the respective clients along with the tender. Also sales tax and income tax clearance certificate for the last 3 financial years shall be submitted along with the tender.

Prescribed Tender documents (non-transferable) can be purchased from the office of Director, EMC, against a written request to Director, EMC,

Further details and clarification if any can be had from The Director, Energy Management Centre (EMC), Thiruvananthapuram, website www.keralaenergy.gov.in. Director, Energy Management Centre reserves the right to accept or reject any or all tenders without assigning any reasons what so ever.

Completed Tender documents shall be submitted to “The Director, Energy Management Centre, Sreekrishna Nagar, Sreekariyam, Thiruvananthapuram, Kerala, 695017 in a sealed cover superscribed “**Supply of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme”** on or before **3.00 pm, 27-01-2016 and** tender opening will be on: **27-01-2016, 4 pm.**

**Thiruvananthapuram
09-01-2016**

**Director,
Energy Management Centre
Sreekrishna Nagar, Sreekariyam,
Thiruvananthapuram, Kerala,
PIN-695017**

TENDER ABSTRACT

Ref. No. **EMC/PUR/16/T-57** dated **09-01-2016**

Superscription : **Supply of 25 Watts energy efficient LED Street light (wall mount)**

Download of Tender form	From 09-01-2016,10.00 AM to 27-01-2016, 12.00Noon during office hours from http://www.keralaenergy.gov.in
Last date of submission of Tender with Sample	27-01-2016 AT 3.00 PM
Date and Time of opening the Tender	27-01-2016 AT 4.00 PM
Cost of Tender Form	Rs 420/- + 5% VAT (Rs.441/-)
EMD	Rs. 5250/- Govt. of Kerala PSUs only are exempted from furnishing EMD
Warranty period	36 months replacement warranty
Supply Site details	Energy Management Centre, Sreekrishna Nagar, Sreekariyam
Name and Address of the officer from whom Tender forms are to be obtained	Director, EMC
Place of opening of tender	Energy Management Centre, SreekrishnaNagar, Sreekariyam. PO Thiruvananthapuram -17

Director

Thiruvananthapuram
09-01-2016

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GENERAL CONDITIONS OF CONTRACT BID SYNOPSIS

1.Tender No:	EMC/PUR/16/T-57 dated 27-01-2016
2. Name of Project	Energy Efficient School Programme.
3. Scope of work	Supply of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme” at Energy Management Centre Office at Sreekariyam, Thiruvananthapuram.
4. Type of Tender	Item Rate Tender
5. Supply period	Within one month from Letter of Intent (LOI).
6. Cost of tender document	Rs 420/- + VAT @ 5.00%
7. Earnest Money Deposit (EMD)	Rs. 5250/- in the form of demand draft favouring Director, Energy Management Centre, payable at Thiruvananthapuram. EMD shall be released on submission of a security deposit.
8.Performance Security Deposit	1)Performance guarantee of 5% of the contract value, of which 50% (less value of EMD) shall be submitted in form of demand draft from a Nationalised Bank in favour of Director, EMC within 15 days from release of LOI and remaining amount in the form of BG. 2)In addition to security deposit, security deposit for the supply shall be collected by deduction from the bill of contractor @ 2.5% of gross amount till defect liability period.
9. Validity period of tender	3 (Three) months from the date of opening of tender
10. Defects liability period	39 months from date of receipt of material in certified good condition or 36 months from the

	date of commissioning whichever is earlier
11. Liquidated damages	1) 0.5% per week to a maximum of 5% on delay after specified supply period.
12. Payment Terms	<ul style="list-style-type: none"> ❖ 80% of the basic Price + 100% of Excise duty, Sales tax, Freight & Transit Insurance against delivery at site. ❖ 20% of the basic price will be released after testing and commissioning or within 90 days from receipt of material in certified good condition.
13. Retention Money	Security Deposits shall be considered as retention money by EMC until the expiry of Defect Liability Period (DLP) of 39 months from receipt of material in certified good condition, or 36 months from the date of commissioning whichever is earlier for LED light fixtures/luminaires.
15. Warranty	The items supplied shall be warranted for the contract period of 36 (Thirty six) months from the date of commissioning or 39 (Thirty Nine) months from the date of delivery of materials in certified good condition.
16. Supply of Samples	Tenderer shall supply one sample of each quoted item for scrutiny/ evaluation before the date of opening of tender. Sample can be collected together with EMD by the vendors who fail to get the order.
17. Arbitration	No arbitration. Disputes, if any by the contractor will be finalized under the jurisdiction of Court at Thiruvananthapuram.

ENERGY MANAGEMENT CENTRE

SUPPLY OF 65 NOS OF 25 WATTS ENERGY EFFICIENT LED STREET LIGHT (WALL MOUNT) AT SREEKARIYAM, THIRUVANANTHAPURAM, KERALA

INSTRUCTIONS TO THE TENDERERS

1. Sealed Tenders for the above work will be received by **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram, Kerala, PIN 695017** up to **3.00 p.m. on 27-01-2016** Tenders will be opened at **4.00 p.m.** on the same day in the presence of the tenderers or their representatives, who are expected to be present at the time of opening of the tenders.
2. Tender document can be downloaded from 09-01-2016, 10.00 AM to 27-01-2016, 12.00 Noon during office hours. Cost of tender document shall be submitted as DD in favour of Director, EMC along with the submission of tender.
3. The tenders must be submitted in sealed covers and should be addressed to **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram, Kerala, PIN 695017**, with the name of the tenderer and the name of the work written on the top of the cover.
4. If the tender is made by an individual, it shall be signed with his full name and address. If it is made by a Partnership firm it shall be signed with the name of the firm by a member of the firm and attach with the tender a copy of the Power of Attorney authorizing him to sign on behalf of other partner/s. He should also mention the name and address of each partner of the firm. A copy of the registered partnership deed shall be submitted along with the tender.
5. If the tenderer is a limited company, the authority of Director or Managing Director executing the contract will be verified by **DIRECTOR, EMC**. Such authority should be vested either in the Memorandum or Articles of Association or by a Power of Attorney and Board resolution.
6. **No Joint bid will be accepted.**

7. Every tenderer must enclose with his tender **Earnest Money Deposit (EMD)** by a crossed demand draft on any nationalized or scheduled bank for a sum of Rs. 5250/- (Rupees Five thousand two hundred and fifty only) made out in favour of **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram.** Earnest money will not be accepted in any other form. The Earnest Money will be refunded to the unsuccessful tenderer after intimation of rejection of the tender or at the expiry of six months from the date of tender opening, whichever is earlier. Earnest money of successful tenderers will be adjusted towards the Security that will have to be deposited satisfactory fulfilment of the contract. The Earnest Money will not carry any interest. Tenders submitted without EMD in aforesaid form will be summarily rejected. If any bidder withdraws his bid before the period fixed for acceptance or if the bidder whose bid is accepted fails to execute the Agreement and furnish the Security Deposit as called for herein, the EMD will be forfeited to EMC.
8. The bidder shall submit the LM-80 test report of the offered equipments, confirming to the applicable IEC/PAS 62717 for LED Modules Performance and LM-79 confirming to the applicable IEC/PAS 62722-2-1 for LED Luminaries Performance, with the bid, issued by NABL Accredited/ Govt. Approved Testing Laboratories/in house Testing Laboratories, issued on or after 1st April, 2012 along with the copy of the letter issued by NABL/Govt authority for accreditation. The bidders shall submit the Test report for the each individual quoted items.
9. Every Tender shall produce one number of sample of the material being quoted for the scrutiny / evaluation before the date of opening of tender. Samples sent by post, railway or Air, freight prepaid should have been dispatched well before due date so as to reach before the due date of the tender, tender from firms whose samples received late will not be considered for evaluation and treated as invalid tender. Samples if sent "freight to pay" will not be accepted. The railway receipt or other advice in respect of samples sent by railway should be sent separately and not along with the tender as the tender will be opened only on the due date. The sample of the unsuccessful tenders should be collected by them or their agents from EMC as soon as intimation in this effect is received by the tenderers.

10. The tenderer shall undertake to supply materials according to the standards, approved samples and specifications.
11. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest and will be dealt with as provided in the conditions of contract.
12. The tender is for an item rate contract. The tenderers should quote in figures as well as in words, the rates tendered by them for individual items. The amount for each item should be worked out and the requisite totals given. The Tenderers shall while submitting such rates for individual items shall make sure that the rates include all requisites as per the Tender Documents, Site Conditions and any direct or indirect factors that may be reasonably anticipated to affect the execution of the WORKS as intended in the Tender documents specified therein. Rates shall be held firm throughout the Contract period and no claim for escalation or variation in accepted rates shall be entertained.
13. The rates shall be inclusive of all taxes, levies and duties of local, State & Central Governments, as applicable and shall also take into account any variations that may take place during the currency of the Contract period and Energy Management Centre will not entertain any claim whatsoever in this respect. However, the Tenderers shall exclude, but separately indicate in the General summary sheet the components of VAT, Service Tax and other applicable taxes as separate items with values and the basis of arriving at such values.
14. The bidder shall submit an attested copy of PAN Card of the Authorised Signatory/Firm along with the bid. The Bidder shall enclose with the Tender all relevant and up to date Clearance Certificates from Statutory Authorities related to Income Tax, Sales Tax and Service Tax etc. Failure to comply even in part may entail rejection of the tender. If there is a tie in the all inclusive rates quoted among bidders, the basic price will be considered for arriving at the lowest bidder.
15. The bidder should have at least one authorised service centre/ dealer in the State of Kerala. The bidder shall submit the list of their dealer/ service centres in the State. Without service centre/dealer in the State, bid shall not be considered.

16. The tenderer whose tender is accepted shall execute an agreement with **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram** within 15 days of acceptance of tender in the form given herein. Agreement shall be executed after submitting the Performance guarantee deposit (5% of contract value including EMD already furnished) in favour of DIRECTOR, EMC as D/D within 15 days from the date of issue of Letter of Intent (LOI) / Work Order (WO) whichever is earlier. Withdrawal of tender after opening of tender and before the validity period or failure to commence the work after acceptance by DIRECTOR, EMC may result in forfeiture of E.M.D. by DIRECTOR, **EMC**.
17. The successful Bidder shall, before signing the Agreement and within 15 days after the acceptance of this tender has been intimated to him, deposit a sum equivalent to 5 (Five) percent of the value of the contract rounded to the next multiple of hundred rupees as Performance Security Deposit for the satisfactory fulfilment of the Contract. The amount of Security may be deposited in the manner prescribed in Special Instructions of Purchase Order. If the successful Bidder fails to deposit the Security and execute the Agreement as stated above the Earnest Money deposited by him will be forfeited to EMC and the Contract advertised again at the defaulter's risk.
18. No indication of tender value shall be made in any manner in any of the enclosures, covering letter. If so, such tender is liable for rejection.
19. The tenderer shall make his own enquiries about the access to site by physical inspection of site and its surroundings, prior to the submission of Tender and shall submit, without exception, the offer, which complies fully with the requirements of all the tender documents. Failure to comply with this requirement and any misunderstanding thereof shall not entitle the Contractor to make any claim to extra payment or time. The tenderer may, in addition to his offer, submit alternatives for any of the items subject to the same meeting the functional and Performance requirements and complying with the applicable BIS Standards & Architect's specifications.
20. The tenderer shall peruse carefully the tender notice, conditions of contract, bills of quantities, relevant drawings, outline specifications and general conditions etc., before pricing in the quantities. All these

documents shall be returned with the tender duly signed and sealed on every page as token of acceptance of the conditions.

21. Canvassing in any form will entail disqualification
22. **DIRECTOR, EMC** discourages stipulation of additional conditions by the tenderers, as they are expected to accept the various provisions and conditions in the tender documents. **No conditional tender will be accepted.**
23. **DIRECTOR, EMC** does not bind himself to accept the lowest or any tender and reserves the right to reject any tender or all the tenders - or split the scope of supply between two or more contractors without assigning any reason therefore. But the bidders on their part should be prepared to carry out order in respect of such portion of the supplies included in their tenders as may be allotted to them. In any case the decision of the Director, EMC shall be final and no correspondence shall be entered into as to why a question was not accepted or why a portion of the item only was ordered for, etc.
24. **DIRECTOR, EMC,** reserves the right of altering and / or amending the drawings and scope of supply by additions or alternations or omissions or having a portion of the fixtures supplied by another agency without assigning any reason therefore.
25. The following documents should be enclosed with the tender duly signed and filled in, with company seal in each page :-

I) TENDER DOCUMENTS

Cover I

Part A: Conditions of Contract including Tender Notice, Tender Form, Articles of agreement, Tender Cost, EMD as specified shall be enclosed etc along with duly filled annexure I to VI and other relevant documents for qualification.

Part B: Technical Specifications – duly signed by the Bidder

Cover II

Financial OFFER duly filled signed by the Bidder as per Bill of Quantities.

**Director,
ENERGY MANAGEMENT CENTRE
Sreekariyam, Thiruvananthapuram**

CONTENTS FOR SUBMISSION

Part I Submission (in Cover 1)

A Signed tender documents (CoC & technical specifications) in full with qualification documents

B Submission of the Proposal shall consist of following details.

- Agreement as per **Annexure 1 (in Stamp paper)**
- Cost of Tender Document (payment details)
- EMD and supporting documents for qualification as per **Annexure II**
- Declaration for Deviations as per **Annexure IV & Annexure V**
- Duly signed form as per **Annexure III,VI**
- Copy of Sales tax and income clearance certificate for last 3 years
- Copy of PAN card of the authorized signatory/Firm

Part II Submission (in Cover 2)

Part II Submission shall consist of

- **Annexure IX** - Price Bid in accordance with the commercial terms and technical specifications

**Director,
ENERGY MANAGEMENT CENTRE
Sreekariyam, Thiruvananthapuram**

Part A - CONDITIONS OF CONTRACT (CoC)

SUPPLY OF 65 NOS OF 25 WATTS ENERGY EFFICIENT LED STREET LIGHT (WALL MOUNT)

SPECIAL CONDITIONS OF SUPPLY

1. **Scope:**

Scope includes Supply of 65 nos of 25 watts energy efficient led street light (wall mount).

2. **Accessories:**

The System shall be provided with all required mandatory accessories for satisfactory operation whether such accessories are specified in the specification or not.

3. **Quoted Rates:**

Quoted rates shall be firm. The rate quoted shall be inclusive of all Taxes, Duties, Octroi, Transport, loading & unloading, transit Insurance and any other local taxes & duties etc.

All the items included in the Bill of Quantities shall be supplied to the Site.

4. **Escalation :**

No escalation of the rates shall be allowed on any account whatsoever.

5. **Taxes, Duties, Octroi etc**

The rates quoted shall be inclusive of all taxes, duties including Excise Duty, Octroi, and cess thereon, etc. now in force in respect of the supply of goods / materials. However, invoices shall give complete break up of basic cost of supply and all applicable taxes thereof including VAT and Service Tax.

6. **Payment terms:**

Supply:

- ❖ 80% of the basic Price + 100% of Excise duty, Sales tax, Freight & Transit Insurance against delivery at site.
- ❖ 20% of the basic Price will be released after testing and commissioning or within 90days from receipt of material at site in certified good condition whichever is earlier

7. Delivery Period:

The delivery shall be completed within **1 month** from date of award of Purchase order. The delivery period is inclusive of any monsoon season and inclement weather.

8. Defect Liability Period

The materials shall be guaranteed (full replacement warranty) for a period of 36 months from the date of commissioning or 39 months from the date of receipt of material in certified good condition, whichever is earlier for LED light fixtures. This period shall be considered as Defect Liability Period.

9. Warranty

LED light fixtures supplied shall be warranted for a period of 36 months from the date of commissioning or 39 months from the date of material in certified good condition whichever is earlier. The supplier shall ensure to provide the following minimum services to the client during the warranty period:

Supplier is bound to repair/ replace the defective pieces within 3 days of the receipt of complaints Supplier shall repair/ replace the defective material at his own expenses to the satisfaction of the client/ consignee in the store, specified in work order, of the client during the warranty period. Warranty cards for all fixtures shall be duly submitted along with the delivery of materials.

10. Deductions towards retention money

Even though there will not be direct deduction of retention money from invoices, security deposit as given herein shall be treated as retention money which shall be withheld by the owner till the time the defect liability period is over or two months after the last notified defect had been rectified, whichever is later. The owner shall not pay any interest on this withheld amount.

11. Conditions and Responsibilities of the Supplier:

- i. All test certificates including LM79 & LM80 to be submitted as per standards
- ii. After supply of the light fitting, the necessary site tests shall be done at site and witnessed jointly by the supplier's authorised representative, authorised representative of the Owner / Construction Manager and Electrical contracting Agency.
- iii. After completing the supply of the light fitting, vendor has to measure the lux levels and submit the necessary reports to EMC. Vendor has to ensure the lux levels measured at site has to match with the lux levels specified.

12. FORCE MAJEURE

Force majeure is herein defined as Any cause which is beyond the control of any one of the parties, Natural phenomena, which shall include but not limited to, weather conditions (excluding monsoon), fire, explosion, floods, drought, earthquakes and epidemics, Acts of any Govt. authority, domestic or foreign, including but not limited to War, declared or undeclared, priorities, guarantees, embargoes, Licensing controls or production or distribution restrictions, disturbance in communications, strikes and lockouts, sabotage, riots, civil commotion, invasion and insurrection.

In the event that either party is prevented, wholly or in part, by any Force Majeure cause, as defined above, from performing or accepting performance by the other party, the parties hereby agree that non-performance by either party shall not constitute default hereunder or give rise to claims of damages but will either agree to a fresh completion date by condoning the period of delay arising out of such non-performance or may by mutual consent, treat the contract as terminated.

13. Extension of Time

The **SUPPLIER** shall immediately notify **Director, EMC** in writing of any occurrence which has caused or which may cause a delay which will affect the delivery of the goods to be supplied. If the delay is caused by an act of God or Force majeure, then and only then, **SUPPLIER** may submit a claim to the **Director, EMC** for an extension of the time of the supply. The mere shortage of labour, materials or utilities shall not constitute force majeure, unless any such shortage is caused by circumstances which are themselves force majeure.

14. Liquidated Damages (Not as a Penalty) for delay

If **SUPPLIER** fails to comply their scope of supply within the agreed time schedule or extended time schedule on mutual agreement, the **SUPPLIER** shall be liable to pay a liquidated damage to the **OWNER** at 0.5% of agreed purchase value per week of delay of each section subject to a maximum of 5% (Five percent) of the agreed price.

15. Liquidated Damages – Reasonable Compensation

All sums payable by way of liquidated damages under any of the conditions shall be considered as reasonable compensation based on a genuine pre estimate of the likely loss or damages which may be sustained by the **OWNER**.

16. Insurance :

The contractor shall cover the equipment with Insurance Policy and also arrange Transit insurance at his cost as part of his quoted rates.

17. Bid Qualification Requirements

Every tenderer should submit along with his tender an Earnest Money Deposit (EMD). This may be done electronically from any of the

Nationalised/Schedule Banks. The EMD of the disqualified tenders will be returned as soon as possible. The EMD of the successful tenderers shall be adjusted towards the security deposit. No interest will be paid for the earnest money deposited.

An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure - I must be submitted as a hardcopy of EMC office before the deadline for submission of tender.

The bid will be accepted only from the manufacturer or authorised supplier who is having valid test certificate for the item proposed to be supplied.

The bidder must have supplied at least 15 lakh worth LED light fixtures in one single tender as on date of tender submission. Copy of work order/bills and certification from the purchaser regarding execution of the order should be submitted as a proof of executing the supply.

Average annual turnover of the bidder should be at least Rs. 50 lakhs in the last three years. Documentary evidence has to be submitted in the form of certified copies of Audited Statement of Accounts/Profit and Loss Accounts or Sale tax returns statement or certification from the Statutory Auditor.

Vendor should have at least one regional service centres/authorised service provider in Trivandrum detailed list with address, contract details and proof has to be submitted. If the bidder does not have such facility at the time of tendering, an undertaking should be submitted along with the tender on Kerala Stamp paper worth Rs.200/- agreeing to set up such facility and intimate the same within 15 days of letter of intent.

Bidder should have submitted samples (as specified in the instructions to the tender.

Part B: TECHNICAL SPECIFICATION FOR SUPPLY OF 65 NOS OF 25 WATTS ENERGY EFFICIENT LED STREET LIGHT (WALL MOUNT)

1.0 SCOPE

The scope of work includes design, development, manufacturing, testing, supply and commissioning of energy efficient luminaire complete with all accessories, LED lamps with suitable current control driver circuit including mounting arrangement for recessed type and ceiling mounting arrangements.

2.0 STANDARDS

The LED light fixtures their associated accessories shall comply with the latest applicable standards.

IS:16102-2	Ballast type LED lamp performance requirement, lamp and accessories
IS: 16107-2-1	Luminaires performance LED luminaires
IS: 16103-2	LED modules performance requirements electric lamps and accessories
IEC 62031	LED modules for general lighting – safety requirements
EN 61547	Equipment for general lighting purpose – EMC immunity requirement
IEC 60598-2-1	Fixed general purpose luminaires
IEC 60598-1	Luminaires – General requirement and tests
IEC 61000-3-2	Electro Magnetic compatibility (EMC) – Limits for Harmonic current emission – (equipment input current – less than or equal to 16 amps per phase
IEC 61347-2-13	Lamp control gear – particular requirement or DC and AC supplied electronic control gear for LED modules
IS: 10322	Specification or the luminaires
IS: 4905	Method for random sampling
LM 79	LED luminaire photometry measurement
LM 80	Lumen maintenance
IEC 62384	DC or AC supplied electronic control gear for LED modules- performance requirement
IEC / PAS 62612	Self ballasted LED lamps for general lighting services – performance requirement

3.0 GENERAL REQUIREMENTS

The LED light fixtures shall be designed for continuous trouble-free operation under hot humid atmospheric conditions, at the specified ambient temperature, without reduction in lamp life or without deterioration of materials and internal wiring.

The LED light fixtures shall be designed so as to facilitate easy maintenance, including cleaning, replacement of lamps / drives, starters etc.

Connections between different components shall be made in such a way that they will not work loose by small vibration.

For each type of light fixture the Contractor shall supply the utilisation factor to indicate the proportion of the light emitted by the bare lamp which falls on the working plane.

The LED light fixtures shall be supplied complete with lamps.

The LED light fixtures and accessories shall be designed to have low temperature rise. The temperature rise above the ambient temperature shall be as indicated in the relevant standards.

4.0 EARTHING

Each light fixture shall be provided with an earthing terminal suitable for connection to the earthing conductor.

All metal or metal enclosed parts of the housing shall be bonded to the earthing terminal so as to ensure satisfactory earth continuity throughout the fixture.

5.0 PAINTING / FINISH

All surfaces of the fittings shall be thoroughly cleaned and degreased. The fittings shall be free from scale, rust, sharp edges and burrs.

The housing shall be stove-enamelled / epoxy stove-enamelled / vitreous enamelled or anodised as indicated under various types of fitting.

6.0 ACCESSORIES FOR LIGHT FIXTURES

Technical specification of LED Lighting Fixtures

Supply Source:	150 AC volt – 270 AC volt Universal electronic driver with necessary surge protection.
Frequency:	50 Hz +/- allowable tolerance
Total Power Consumption:	(25 ± 2) Watt (max). Number of LED's up to 25
Total lumen out put	More than 1650 Lumens
Make of LED	NICHIA / OSRAM / SEOUL / PHILIPS LUMILED / CREE / EDISON
Beam Angle	120 Degree
Usage hours:	12 hrs per day
Power Factor:	More than 0.90 (min.) Lag
Total Harmonoc Distortion	Less than 10%
Electrical Connector:	Lead Wire with sufficient length and size and insulation/sheathing.
Life expectancy:	More than 50,000 glow hours at 35°C constant temperature with 70% lumen maintenance.
Control Circuit:	Constant Voltage or Constant Current
Diffucer	Water Proof, UV stabilized reinforced, Plastic or treated plastic or anticorrosive rust proof material with IP65
Colour redering Index	More than 70%
Correlated colour correction Temperature	4000 K to 6000K
Casing	Die cast Aluminum
Bend Pipe	B - Class Galvanized iron or better.
Bracket, Clamp, Bolt and Nuts	Galvanized iron or Stainless steel or better.
Guarantee	3 years from the date of Commissioning.

- **TEST REPORTS**

The Supplier has to produce test report of similar LED light for following parameters from NABL Government Test House i.e. NTH etc. along with the bid. However, test certificates of the lot to be supplied are required to be produced before supply of material at site.

- **For LED**

- a) LM 80 report of the LED chip being used shall be produced

- **For Fixtures**

- a) Endurance Test
- b) Thermal Test
- d) Power factor, efficiency
- e) Harmonic test
- f) Surge test
- g) Mechanical strength test
- h) Dielectric test
- i) IR test

- **The electronic components used shall confirm the follows:-**

- a) IC (Integrated circuit) shall be of industrial grade or above.
- b) Metallic film / Paper/Polyester Capacitor shall be rated for a sustained operating temperature of 105°C.
- c) The resistors should be preferably made of metal film where suitable, of adequate rating. The actual rating versus loading shall be by a factor of >2.
- d) The junction temperature of the Switching devices such as transistors and MOSFETs etc. shall not exceed 125°C (allowing thermal margin of 25 °C).
- e) The protective cum adhesive coating used on PCBs should be clear and transparent and should not affect color code of electronic components or the product code of the company.
- f) The construction of PCBs and the assembly for components for PCBs should be as per relevant Indian / international standards.
- g) The electronics covered for this equipment shall pass all the tests covered under relevant Indian / International standards specification. The tenderer shall indicate the deviations or compliance otherwise the offer shall not be considered for evaluation.
- h) The infrastructure for Quality Assurance facilities must be available at the manufacturing facility. In house testing facility for Quality Assurance should be present.

REFLECTORS

The reflectors shall be made of CRCA sheet steel / aluminium / silvered glass as indicated for above mentioned fittings.

The thickness of steel / aluminium shall comply with relevant standards. Reflectors made of steel shall have stove enamelled / vitreous enamelled / epoxy coating finish.

Aluminium used for reflectors shall be anodized / epoxy stove enamelled / mirror polished.

Reflectors shall be free from scratches or blisters and shall have a smooth and glossy surface having an optimum light reflecting co-efficient such as to ensure the overall light output specified by the Manufacturer.

Reflectors shall be easily removable from the housing for cleaning and maintenance without disturbing the lamps and without the use of tools. They shall be securely fixed to the housing by means of positive fastening device of captive type.

BALLASTS/ DRIVES

The ballasts/drives shall be designed, manufactured and supplied in accordance with the relevant standards. The ballast/drives shall be designed to have a long service life and low power loss.

Ballasts/drives shall be mounted using self locking, anti-vibration fixings and shall be easy to remove without de-mounting the fittings. They shall be in dust-tight, non combustible enclosures.

The Ballast/Drive shall be low loss electronic type and suitable to operate at 180V – 270V. End connections shall be brought out in a suitable terminal block, rigidly fixed to the ballast enclosure.

Separate ballast/drive for each lamp shall be provided in case of Multi Lamp Fittings.

LAMP HOLDERS

Lamp holders, if any shall comply with relevant standards. They shall have low contact resistance, shall be resistant to wear and shall be suitable for operation at the specified temperature without deterioration in insulation value. They shall hold the lamps in position under normal condition of shock and vibration met with in normal installation and use.

Lamp holders for the LED tubular lamps shall be of the spring loaded bi-pin rotor type, Live parts of the lamp holder shall not be exposed during insertion

or removal of the lamp or after lamp has been taken out. The lamp holder contacts shall provide adequate pressure on the lamp cap pins when in working position.

CAPACITORS

The capacitors shall have a constant value of capacitance and shall be connected across the supply of individual lamp circuits.

The capacitors shall be suitable for operation at supply voltage as specified and shall have a value of capacitance so as to correct the power factor of its corresponding lamp circuit to the extent of 0.95 lag.

The capacitors shall be hermetically sealed preferably in a metal enclosure to prevent seepage of impregnate and ingress of moisture.

The lamps shall be capable of withstanding small vibrations and the connections at lead in wires shall not break under such circumstances.

Lamps shall conform to relevant standards and shall be suitable for supply voltage and frequency specified.

NOTE:

- 1. If any make is not in accordance with the tender specification it will not be accepted even if the make is indicated in the above List.**
- 2. The Client /Architect reserve the right to select any of the make specified above.**

ANNEXURE I- – AGREEMENT

ARTICLES OF AGREEMENT executed on this the _____ day of _____ Two Thousand and _____ between the Energy Management Centre (hereinafter referred to as EMC) of the one part of Sri. _____ (Name and Address of the tender) hereinafter referred to as “the Bounden”) of the other part.

WHEREAS in response to the Notification No. _____ dated _____ the bounden has been submitted to EMC a tender for the _____ specified therein subject to the terms and conditions contained in the said tender.

AND WHEREAS the bounden has furnished to EMC a sum of Rs. _____ as Earnest Money Deposit for execution of the agreement undertaking the due fulfilment of the contract in case his tender is accepted by EMC.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

In case the tender submitted by the bounden is accepted by EMC and the contract for _____ is awarded to the bounden, the bounden shall within _____ days of acceptance of his tender, execute an agreement with EMC incorporating all the terms and conditions under which EMC accepts his tender.

In case the bounden falls to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, EMC shall have power and authority to recover from the bounden any loss of damages caused to EMC by such breach as may be determined by EMC by appropriating the moneys inclusive of Earnest Money deposit by the bounded and if the Earnest Money is found to be inadequate the deficit

amount, may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to EMC under or by virtue of the agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue and in such other manner as EMC may deem fit.

In _____ witness _____ where _____ of
Sri. _____ (Name and
designation for and on behalf of EMC and
Sri. _____ bounden has hereunto
set their hands the day and year shown against their respective
signature.

Signed by Sri. _____
(Date) _____ in the presence of witnesses

Signed by Sri _____ (Date)

In the presence of witnesses.

ANNEXURE II- SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

1	Name of the bidder	
2	Address in full	
3	Contact Details Mobile: Land Phone Fax E-mail	
4	Name and Designation of the authorised signatory	
5	Whether the bidder is a bonafide manufacturer/Registered Dealer of the Manufacturer (Yes/No)?	
6	Details of EMD submitted along with the bid in favour of Director EMC	
7	Details of Works executed previously	(Proof to be enclosed and flagged as Annexure
8	Annual turnover of the firm during last three years (Rs.)	2014 – 15 2013-14 2012-13 (proof to be enclosed and flagged as Annexure
9	Whether offered products have sales service in Kerala? If so details	(proof and /or undertaking to be enclosed and flagged as Annexure)
10	Whether Bidder was/is De-barred by EMC (Yes/No)? If 'Yes' period of De-Barring:	
11	Agreement submitted (Yes/No)?	
12	Sample in full, submitted (yes/No)	
13	Test certificate corresponding to the samples are submitted (Yes/No)?	

Documentary evidence for all the bid qualification requirements are submitted along with this documents and the details furnished above are true and correct.

Signature:

Name:

Date:

(Office Seal)

ANNEXURE III - DECLARATION OF RELATIONSHIP WITH EMC EMPLOYEE

(to be signed and submitted by the bidder along with the bid)

Tender Notification No:

Date :

Supply of 65 nos of 25 Watts energy efficient LED Street light (wall mount) for “Energy Efficient School Programme”

To

The Director
Energy Management Centre

Name of the EMC employee with Designation :

Name of the bidder related to the employee:

This is to put on record that _____
currently working as _____ in EMC is related to
_____ who is the bidder in the bid. We are aware of
the Anti-corruption policy of EMC and will observe the highest
standards during the procurement and the execution of contract and
shall retain from corrupt, fraudulent, collusive or coercive practices on
competing for the contract.

Signature

Name

Date:

ANNEXURE IV- DECLARATION FOR DEVIATION

“DECLARATION FOR DEVIATION”

From

To

The Director
EMC
Thiruvananthapuram

Dear Sir,

Sub:- Bid for supply of _____ reg:
Ref:- Bid NO. _____

This has reference to your above referrer bid. As required therein we are pleased to submit out price bid for the above bid in a separate sealed cover. We have also submitted the pre-qualification bid in a separate sealed cover.

We declare that we are qualified to participate in the above – referred bid in line with your qualification requirements stipulated in the “Bid documents”. We further declare that we have brought out all over deviations to the conditions of contract stipulated in your bid documents indicating there in the cost for withdrawing the conditions in case you for such withdrawal will be limited to the amount mentioned against each deviation separately.

It is understood that the deviations to the conditions of the bid documents as have been brought out are exhaustive.

We agree and declare that irrespective of whatever has been stated elsewhere in the bid documents only those deviations that have been specifically brought out in Annexure –II to Part II hold good.

I/We have enclosed _____ proof of having deposited an amount of Rs. _____ towards Earnest Money Deposit, in a separate cover.

Thanking You,

Yours faithfully,

(Signature of Bidder)
Name
Designation

Date:

ANNEXURE V - STATEMENT OF DEVIATIONS

“STATEMENT OF DEVIATIONS”

Name of Work: Supply of _____

Tender No _____

Name and Address:

To

The Director
EMC, Thiruvananthapuram

Dear Sir,

Sub:- Deviations from bid conditions relating to bid No
_____ for the Supply _____.

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following are the deviations and variations from the exception to the specifications and documents for the subject Tender No..... These deviations and variations are exhaustive, except these deviations. The entire supply will be effected as per your bid specifications and documents. Further I/We agree that additional conditions, if any, found in the offer other than those stated below, except those pertaining to any rebates offered /reductions in cost to the EMC shall not be given effect to. I / We also certify that the financial implication to these deviations if to be withdrawn has been furnished.

Signature of the tenderer

ANNEXURE VI - DECLARATION BY THE BIDDER

Ref. No. **EMC/PUR/16/T-57**

Tender Notification Date: 09-01-2016

To

The Director
EMC

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including addenda NO..... (if any)
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule.
3. Our Bid shall be valid for a period of 3 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5 percent of the Contract Price for the due performance of the Contract.
5. We are not participating, as Bidders, in more than one Bid in this bidding process;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the EMC or Government of Kerala.
7. We understand that this Bid, together with our written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
8. We will be supplying NABL/BIS certified goods satisfying the technical criteria specified in the bid.

Signature

Name

Date :

ANNEXURE -VII

**ARTICLES OF AGREEMENT
(FORMAT)**

ARTICLES OF AGREEMENT made on thisday of 2016 between **DIRECTOR, EMC** having its..... (hereinafter called "the Owner or the Employer or **DIRECTOR, EMC,** ") of the one part

And

Sri.....of and Company Limited incorporated under the.....and having its registered Office at..... (herein after called the **Contractor** or **Supplier**) of the other part.

WHEREAS the Employer is desirous of purchase 65 nos of 25 Watts energy efficient LED Street light (wall mount) for "Energy Efficient School Programme" at Sreekariyam, Thiruvananthapuram , Kerala (hereinafter called "the Work")

WHEREAS the Contractor has tendered for the supply offor the use of EMC as per Tender notification No.....Dated.....

And WHEREAS the EMC have been pleased to accept the contract in respect of the articles mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfillment of this contract deposited Rs..... ie. a sum equal to..... to..... percent of the value of the contract as per Bank Draft No..... dated..... duly approved by Director, EMC.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed carry out and complete the supply of materials shown upon and described by or referred to in the said Conditions.
2. The Employer will pay the Contractor the said contract amount Rs.(Rs. only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Condition and Annexure - thereto shall be read and construed as

forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

4. The plans, agreement, and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is an ITEM RATE Contract to carry out Electrical supply comprising Electrical light fixtures to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall undertake to supply Electrical light fixtures according to the standard samples and specifications. In other cases he should send samples to conform to the description given in the schedule when required to do so approved samples will not be paid for and shall become the property of the EMC, but may at the discretion of the EMC be returned to the Contractor whose tender is accepted on the completion of his contract. All samples must be clearly labelled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the Director, EMC to compare supplies therewith.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the provision of Electrical supply comprising light fixtures, in the manner laid down in the said Conditions.
8. The approximate quantities to be supplied are shown in the copy of order Noherewith attached which shall be treated as part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenders, and the EMC in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore but the Contractor shall supply any quantity of any article at the rate tendered by him. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of supply or having portions of the same ordered without prejudice to this Contract. There shall be no limit on the scope and extent of changes that can be ordered by the Employer and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Employer. The Contractor will only be paid for the actual quantity of materials supplied payable at the accepted unit rates. No representation for enhancement of rates once accepted will be considered.
9. Every notice hereby required or authorised to be given may be either given to the Contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at this usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.

10. The contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing, of the EMC. The EMC shall have absolute power to refuse such consent or rescind such consent (if given) at any time if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.
11. In case the contractor becomes insolvent or goes into liquidation or makes or propose to make any assignment for the benefit of his creditors or propose any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency, or in case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Director, EMC, to the Contractor, EMC, may complete the contract in such time and manner and by such person as the EMC shall think fit. But such determination of the contractor shall be without any prejudice to any right or remedy of the EMC against the Contractor or his sureties in respect of any breach of contract Committed by the Contractor.
12. All expenses and damages caused to the EMC by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the EMC and may be recovered from him. The Contractor agrees that final payment will be made only on production of tax clearance Certificates relating to Agricultural Income Tax, Sales. Tax and Income Tax by him.
13. The Security Deposit shall, subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract, but in the event of any dispute arising between the EMC and the Contractor, the EMC shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other sum which may be due at any time from the EMC to the Contractor.
14. The Contractor/here by declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 10 here of and the contractor/here by guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of Days/months from the date of delivery of the said goods/stores/articles to the EMC and that notwithstanding the fact that the EMC (Inspector) may have inspected and/or approved the

said goods/stores/articles, if during the aforesaid period of .days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the Director, EMC in that behalf will be final and conclusive the EMC will be entitled to reject the said good/stores articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods /articles /stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc, shall apply, The Contractor/Seller shall if so called upon to do replace the goods etc, or such portion thereof as is rejected by the EMC. Otherwise the Contractor /Seller shall pay to the EMC such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of the EMC in that behalf under this contract or otherwise.

15. The terms & conditions given in this agreement and/or the Order referred to in Clause 10 above, shall supersede all the terms and conditions contained in the tender/ quotation submitted by the contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the order for supply shall prevail.
16. In case where a successful tenderer after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may, at the discretion of the purchasing officer be purchased by means of another tender/Quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages the recovered from the defaulting, tenderer.
17. Even in cases where no alternate purchase are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
- 18. I/we accept all terms and conditions of the tender unconditionally**
19. All payments by the Employer under this contract will be made only at Thiruvananthapuram in Indian Rupees within the specified period as
(i) either by the EMC's cheques payable at the Government Treasuries.
(ii)Or by cheques or drafts on the Reserve or State Bank of Travancore, Trivandrum or at any of its principal branches in India.
20. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts in Thiruvananthapuram shall have jurisdiction to resolve the same.
21. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual:

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and hereof the day and year first hereinabove written.

If the Contractor is a Company:

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the.....
hand of -

Signature :

Name and Designation :

Address :

WITNESSES

1. Signature :

Occupation :

Address :

2. Signature :

Occupation :

Address :

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY

Signature :

Name and Designation :

Address :

WITNESSES

1. Signature :

Occupation :

Address :

2. Signature :

Occupation :

Address :

The COMMON SEAL OF..... was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on 2014.

In the presence of :

1. Name and Designation :

2. Name and Designation :

If the Contractor signs under its common seal, the signature clause should correspond with the sealing clause in the Articles of Association.

Directors who have signed these presents in token thereof in the presence of :

1. Name and Designation :

2. Name and Designation :

If the Contractor signing by the hand of power of attorney, whether a company or individual.

SIGNED AND DELIVERED BY the Contract by the hand of Shriand duly constituted attorney.

ANNEXURE - VIII

Proforma of Performance Bank Guarantee

1. WHEREAS **DIRECTOR, EMC**, Thiruvananthapuram, (hereinafter called "the **OWNER**") has awarded the contract for construction ofto.....
.....
.....

(hereinafter called the "the **SUPPLIER**").

2. AND WHEREAS the **SUPPLIER** is bound by the said contract to submit to the **OWNER** a Performance Guarantee towards defect liability for a total amount of Rupees
..... (Rs.....).

3. NOW WE THE UNDERSIGNED

Being fully authorised to sign and to incur obligations for and on behalf of and in the name of (full name of Bank) hereby declare that the said Bank will Guarantee the **OWNER** the full amount of Rupees
(Rs.....)as stated above.

4. The Bank is engaged to pay the **OWNER** any amount up to and inclusive of the aforementioned full amount upon written order from the **OWNER** to indemnify the **OWNER** for any liability or damage resulting from any defects or shortcomings of the **SUPPLIER** or the debts he may have incurred to any parties involved in the **Supply of Light Fixtures** under the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the **OWNER** immediately on demand without delay and without reference to the **SUPPLIER** and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the defects or shortcomings or debts of the **SUPPLIER** or the failure of the **SUPPLIER** to perform his obligations in accordance with the Contract.

5. This guarantee is valid for the contract period of 36 (Thirty six) months from the date of commissioning or 39 (Thirty Nine) months from the rate of delivery of materials at site in certified good Condition after the date of signing.

6. At any time during the period in which this guarantee is valid if the **OWNER** agrees to grant a time extension to the **SUPPLIER** or if the **SUPPLIER** fails to complete the **Supply of Light Fixtures** within the time

of completion as stated in the Contract, or will fail to discharge himself of the liability or damages as stated under 4 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the **SUPPLIER**.

7. Until the OWNER has issued an instruction to the effect that this guarantee can be released, notwithstanding the validity period as stated under clause 5 above, the validity shall be extended under the same conditions of successive periods of three (3) calendar months at a time. Appropriate extension sheets shall be forwarded to the **OWNER**.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on the day of 2016 being herewith duly authorised by(Name of the Bank).

Witness

For and on behalf of the Bank

Name

Designation

Address

Annexure IX

Sl No	Supply ,documentation, warranty obligation inclusive of all taxes and duties for 25 W LED street lights wall mount satisfying all technical specification mentioned elsewhere in the tender	Units	Quantity	Taxes and Duties	Total Amount (In Figures and Words)
1	25W LED Street light (wall mount)				

Signature of the bidder