



सत्यमेव जयते

भारत सरकार

GOVT. OF INDIA

LAKSHADWEEP ADMINISTRATION

ELECTRICITY SUB DIVISION

WLLINGDON ISLAND, KOCHI-682003.

**F.No. II/II/5/Ele-KCH/2018-19/459**

**Dated: 30/11/2018**

### **E-TENDER NOTICE**

The Assistant Engineer (Ele), Union Territory of Lakshadweep, Kochi on behalf of the President of India invites e-Tender in Two bid system for the supply of LED street Light sets. The URL of the e-Tender portal is <http://www.tenderwizard.com/UTL>. The interested vendors need to register in the website [www.tenderwizard.com/UTL](http://www.tenderwizard.com/UTL) by clicking "Register Me" option in order to obtain user ID & password first. The tender documents are required to be submitted only through e-mode offered in the website [www.tenderwizard.com/UTL](http://www.tenderwizard.com/UTL). Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

Bidders are required to deposit Rs. 50,000/- (Rupees Fifty Thousand only) and Rs. 1500/- (Rupees One Thousand Five Hundred only) (Non refundable) towards Earnest Money Deposit (EMD) and cost of tender forms respectively in order to participate in the e-Tender.

The vendors can request for the price bids from 06/12/2018 from 10.00 hrs onwards to 27/12/2018 up to 15:00 hrs. They can upload the duly filled in price bids and supporting documents till 17:00 hrs. on 01/01/2019. The technical bid will be opened in e-mode on 02/01/2019 at 15:00 hrs. Opening of commercial bid will be intimated separately.

Indenting tenders may visit these websites till opening of the tender for any corrigendum on this tender notice.

Sd/-

(S.V. Cheriya Koya Thangal)  
Assistant Engineer (Ele)

**TERMS & CONDITIONS OF e-Tender Notice F. No. II/II/5/Ele-Kch/2018-19/459**

**dated 30/11/2018**

**1. Name of Work**

1.1 Name of work is “**Supply of LED Street Light fittings** to Lakshadweep Electricity Department, UT of Lakshadweep Administration.

**2. Definitions**

2.1 Purchaser means Department of Electricity, UT of Lakshadweep Administration Kavaratti.

2.2 Bidder means any bidder participating in this tender.

2.3 Successful Bidder means bidder selected by the purchaser to execute the contract as per this tender.

2.4 Supplier means successful bidder to whom confirmed supply order has been issued by the department.

2.5 Contract Year means the year starting from the date of commencement of contract as per this tender document.

**3. Scope of Work**

3.1 The bidder shall fabricate and **Supply LED Street Light fittings** to Lakshadweep Electricity Department at the point of supply specified below for as per the terms and conditions of this tender document.

3.2 Quantity of items shown in the Annexure- C is tentative and actual quantity may vary i.e. either increase or decrease from the tentative quantity. Bidder shall bound to supply the goods as per confirmed supply order during the validity period of contract.

3.3 The actual point of delivery may vary from tentative point. Bidder shall bound to install the goods at any point of delivery as per confirmed supply order during the validity period of contract.

**4. Availability of Tender documents**

4.1 Tender documents shall be available for downloading in the official website of <https://www.tenderwizard.com/UTL>.

4.2 Purchaser reserves all rights to change/alter/modify any of the conditions of this Tender Document or to cancel this tender as a whole at any point of time even without assigning any reason and any such change/alteration/modification or cancellation of tender shall be updated in the above website. Hence bidders shall regularly watch the website for updated information.

5. **Time Schedule for Bidding**

5.1 Time schedule for obtaining bid documents, submission of bids and opening of bids is as follows.

Particular	From	To
Tender document Requisition period	06/12/2018 10.00 AM	27/12/2018 15.00 AM
Issue of Tender document	06/12/2018 11.00 AM	27/12/2018 15.00 AM
Last date & Time for submission of Bid	01/01/2019 17.00 PM	
Opening of Technical Bid	02/01/2019 15.00 PM	

5.2 If the bid opening date given above falls to be a holiday, the opening of bid shall be held on the next working day.

5.3 Purchaser reserves right to alter the date of opening of Technical/Financial Bid without assigning any reason and any such alteration shall be updated in the website.

6. **Pre- Qualification Criteria for Bidder**

6.1 Registration/Licence for Business/Transaction: -The bidder shall be a registered individual/organization/company with the Central Government or any of the State/UT Government/ Corporation/ Municipality. Copy of valid Registration Certificate/License shall be submitted along with the bid.

6.2 GST Registration: The bidder shall be registered with Commercial TAX/ GST and shall have a valid GST Number. Copy of valid GST Registration Certificate shall be submitted along with the bid.

6.3 Income Tax Registration: The bidder shall be registered with Income Tax Department and shall have a valid PAN/TIN Number. Copy of valid PAN/TIN Card shall be submitted along with bid.

6.4 Commercial Tax/ GST Clearance: The bidder shall not be defaulter for remittance of Tax. Bidder shall submit along with bid copy of any of the following documents.

- (i) Tax Clearance certificate for the last financial year issued by TAX Department, with whom bidder is registered **or**
- (ii) Copy of Returns filed by the bidder to the Tax Department, with whom bidder is Registered **or**
- (iii) Self Declaration with documentary evidence, if any, as exempted from payment of Tax.

6.5 *Income Tax Clearance:* The bidder shall not be defaulter for remittance of Income Tax. Bidder shall submit copy of following documents along with bid.

- (i) Tax Clearance certificate for the last financial year issued by Income TAX Department **or**

(ii) Copy of Income Tax Returns filed by the bidder to Income Tax Department or

(ii) Self Declaration with documentary evidence, if any, as exempted from payment of Income Tax

6.6 **Financial capability:** The bidder shall be financially capable to undertake the contract of this tender. Financial transaction during each of the last three financial years of the bidder shall be more than 15 Lakhs. The bidder shall be submitting along with bid copy of any of the following documents.

(i) Audit Statement or Auditor's Certificate showing the financial transactions during last three years **or**

(ii) Self Declaration with copy of bank statement certifying that the amount of Financial transactions of the bidder for each of the last three financial years.

(iii) Manufacturer of the product offered in the bid shall have experience during the last three years for the manufacture and supply of LED street lighting system costing more than 25 Lakhs per annum to any of the Central Govt. / State Govt. / UT Administration / Public Sector units. Bidders shall submit a copy of Purchase order / Sanction order with work completion certificate issued by such organization.

6.7 **Not to be blacklisted/debarred party:** The bidder shall not be either blacklisted or debarred by Central Government or any of the State/UT Government. A self declaration to this effect shall be submitted along with Bid.

6.8 **Adhere with tender conditions:** The bidder shall be adhere with all the terms & conditions of this Tender document. If any deviation is suggested it shall be spelt out clearly. A self declaration to this effect with deviations, if any, shall be submitted along with Bid.

## 7. Item-wise Pre-Qualification Criteria

7.1 **Manufacturing License:** Bidder shall either be the manufacturer of the indented goods or the authorized agent of the manufacturer. If the bidder is a manufacture, bidder shall have a Manufacture License/Certificate for the indented goods issued by the concerned Government authority. Copy of valid Manufacturing License/Certificate shall be attached with the bid

7.2 **Authorization:** If bidder is not the manufacture, but the authorized agent of the Manufacture of the indented goods, bidder shall have a proper authorization letter issued by the manufacturer. Copy of Manufacturing License and Authorization letter from the side of manufacturer shall be submitted by the bidder along with the Bid.

7.3 **Specification:** Bidder shall quote only for the goods which matches with the Specification of the goods indented. If any deviation is there, it shall be spelled out clearly in the Technical Bid format. A self declaration to this effect shall be submitted along with the Bid.

7.4 **Test Certificates:** Copy of test certificates of LM79, LM80 and Surge suppressor shall be mandatorily uploaded.

- 7.5 Brochures / Leaflets: Bidder shall submit along with bid the Brochures/leaflets containing details & specification of the quoted goods published by the manufacturer of the goods or their authorized agents.

**8. Tender Fee/ Cost of Tender Form**

- 8.1 Tender Fee/Cost of Tender Form is Rs.**1500**/- (Rupees One Thousand and five hundred) only
- 8.2 Each Bidder shall remit Tender Fee/ Cost of Tender Form in the bank account given at the respective table.
- 8.3 Copy of proof of remittance towards Tender Fee/Cost of Tender Form shall be uploaded along with the Bid
- 8.4 Bidder's who are exempted from payment of Tender Fee/ Cost of Tender Form shall submit the documentary evidence to that effect.
- 8.5 Tender Fee/Cost of Tender Form once remitted by the bidder shall not be refunded under any circumstances.

**8. Mode of Submission of Bid**

- 8.1 Bid shall be submitted in the e-tender mode through the website <https://www.tenderwizard.com/UTL> formalities for registration, submission of bids, etc. are available in this website itself.
- 8.2 Bids submitted by any other means shall not be considered.
- 8.2 Enclosures submitting (uploaded) along with the Bid shall be serially page numbered and page number of enclosure shall be specified in the respective column of Technical Bid format.

**9 Bid System**

- 9.1 The bid is invited in Two Bid System. Bidder shall submit the Technical Bid and Financial Bid separately.
- 9.2 **Technical Bid:** Format for submission of Technical Bid is attached as Annexure-A (Address of Bidder, Cost of Tender Form & EMD, Pre-Qualification Criteria for Bidders, etc) and Annexure-B (Item-wise Pre-Qualification Criteria). Technical Bid as per Formats Annexure A & B shall be properly filled with enclosures and submitted along with the Bid.
- 9.3 **Financial Bid:** Format for submission of Financial Bid is attached as Annexure-C. The Financial Bid as per Format Annexure-C shall be properly filled and uploaded within the stipulated time.

**10 Bid Security/ Earnest Money Deposit (EMD)**

- 10.1 Rs. 50,000/- (Rupees fifty thousand only) towards EMD for supply of LED streetlight fittings shall be provided by following means.
- 10.2 EMD shall be by means of
- (i) Amount of EMD shall be remitted in the bank account given at the respective table. Proof of Remittance shall be uploaded.

OR

- (ii) Bank Guarantee for equal amount of EMD from any nationalized bank valid for one year from tender opening date. Original BG shall be sent by Registered Speed Post to **Assistant Engineer (Ele), Electrical Sub Division, Lakshadweep Office Complex, Indira Gandhi Road, Willingdon Island, Kochi – 682 003**. Copy of BG and Registered Speed Post Receipt shall be up loaded along with the Bid.
- 10.3 EMD of unsuccessful bidder shall be released/ refund only after finalization of the tender and awarding of work to the successful bidder.
- 10.4 EMD of successful Bidder shall be released/refunded only after the successful completion of the work/supply as per this tender document.
- 10.5 EMD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on EMD
- 10.6 EMD of successful bidder, who fails to submit Performance Guarantee/ Security Deposit or execute contract agreement within the stipulated timeframe as per this tender document shall be forfeited and remitted into Government account.
- 10.7 Purchaser reserves all rights to realize any sum of amount from the EMD as Liquidated Damage/penalty to be charged from the bidder as per this tender document.

#### **11 Validity of Bids**

- 11.1 Bids once submitted can be withdraw or modify till the last date for submission of bids. Bidder cannot withdrawn or modify his bid after the last date for submission of bids.
- 11.2 Bids available as on the last date for submission of bids shall be valid till finalization of the tender by Department.
- 11.3 EMD of bidders, who withdraw or modify their bid after due date but before finalization of tender, shall liable to be forfeited.

#### **12 Opening of Bids**

- 12.1 Bids shall be opened by a Tender Opening Committee duly constituted by the Department.
- 12.2 Bids shall be opened on e mode in the Chamber of Assistant Engineer (Ele), Kochii, Willingdon Island, Kochi--682003 on the specified date & time.
- 12.3 Bids shall be opened in the presence of bidders or their authorized representatives, who ever may present at the place, date & time of bid opening.
- 12.4 Financial Bid of Bidders who qualified in the technical Bid evaluation only, shall be considered for opening. Date of opening of the Financial Bid will be decided after finalization of Technical Bid evaluation

#### **13 Evaluation of Bid**

- 13.1 There shall be a Tender Evaluation Committee (TEC) constituted for evaluation of the Bids.
- 13.2 Technical Bid and Financial Bid shall be evaluated separately by the TEC
- 13.3 Initially the Technical Bid shall be evaluated and those who qualify in the Technical Bid shall only be considered for Financial Bid evaluation.
- 13.4 Technical Bid shall evaluated in two stages

- (i) In the first stage, Bidders qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause Pre-qualification criteria for Bidders in

this tender document. Those, who do not qualify any of these qualification in full or in part, shall not be considered for second stage

- (ii) In the second stage, Item-wise Qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause Item-wise Qualification in this tender document at least for one item. Those, who do not qualify any of these qualifications full or in part at least for one item, shall be not considered as technically qualified and their bid shall be rejected.
- (iii) TEC reserves' all rights to ask the bidders to submit any missing documents or ask clarification on the documents already submitted by the bidders so as to avoid disqualifying any bidder due to meager negligence. But TEC shall exercise this right impartially, only if there is sufficient reasons to do so, to protect the interest of the Government.

13.5 Financial Bids of the bidders those who qualified in first & second stage of Technical Bid evaluation only shall be considered for Financial Bid evaluation. Normally L1 shall be selected subject to the condition that bidder is qualified in the second stage of Technical Bid evaluation. TEC reserves all rights to recommend any item other than L1 subject to proper justification like quality, past performance, etc.

13.6 Financial price for each item shall be reckoned as the as sum of rate quoted for the goods including warranty.

#### **14 Letter of Intent (LOI)**

15.1. After finalization of the tender, Department will issue letter of intent (LOI) to the successful bidders by registered post and email. A copy of the same will also be published in the official website of Lakshadweep Administration.

#### **15 Confirmed Supply order**

15.1 Confirmed supply order for the quantity required shall be issued and the bidder shall be responsible to supply the goods & services as supply order.

#### **16 Performance Guarantee/Security Deposit(PG/SD)**

16.1 Successful bidder shall submit Performance Guarantee/Security Deposit.

16.2 Successful bidder shall submit Security Deposit 5% of total Contract Value within 15 days of from date of issue of confirmed supply order.

16.3 PG/SD shall be submitted by means of Bank Guarantee from any nationalized bank.

16.4 PG/SD shall be valid till 2 months after expiry of warranty period and released only on completion of all contractual obligation as per Tender Document and Supply Order.

16.5 PG/SD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on PG/SD.

16.6 PG/SD of the bidder who fails to comply with the conditions of tender document and supply order shall be forfeited and remitted into Government account.

16.7 Department reserves all rights to realize any sum of amount from the PG/SD as Liquidated Damage/Penalty to be charged from the bidder as per this Tender Document.

**17 Validity of Contract**

17.1 The entire supplies are to be completed within 45 days on issue of the technically and commercially clear Work Order. Delivery period shall be specifically indicated in the tender and strictly adhered to it. If no delivery period is stated in the tender it will be taken for granted that the supply of whole materials will be arranged within 45 days. Any extension in the delivery period after the supply order is placed may result in the cancellation of the supply order.

**18 Delivery (Point of supply)**

18.1 The LED Street light sets shall be delivered by the supplier at departmental go down, Kochi-, Assistant Engineer (Ele) , Electrical Sub Division, Willingdon Island Kochin - 682003. The offers for delivery at ex-go down are likely to be rejected.

18.2 Supplier shall pack the goods in strong cases sufficiently stuffed with packing materials to avoid any breakage /damage/loss in transit till reaching at the destination in Lakshadweep. The safety of the goods up to the point of supply shall be the responsibility of the supplier and Department shall not be responsible for any breakage/damage/loss/theft of the goods during its storage/transit due to any reason, natural or otherwise.

18.3 Supplier shall be responsible to clear the rejected goods from the premises of delivery at their own cost within 30 days of issue of rejection notice. Delay/non-clearing the rejected goods shall attract the Liquidated Damages as same as delay for delivery clause of this tender document.

**19 Quality of Goods**

19.1 Goods supplied shall meet all the standard norms of quality for those goods prescribed by the concerned Government authority and/or of the same specification mentioned in the tender document.

19.2 Department reserves all rights to verify the quality of goods supplied by the supplier through any Government approved /identified agency.

19.3 If it happens to be came to the notice at any point of time that the goods supplied are of substandard quality or not as per required specification a notice will be issued to the Supplier to provide documentary evidence to prove the quality/ specification of goods supplied and it should be proved by the Supplier within 30 days from the date of issue of such notice. All costs for quality proven on the basis of such notice shall be borne by the supplier.

19.4 If the supplier fails to prove the quality within the stipulated timeframe, payment for such substandard goods shall not be released.

**20 Guarantee/ Warrantee**

20.1 The items offered shall be guaranteed for a minimum period of two years from the date of supply of item. The bidder is liable to rectify the defect occurred during the guarantee period by replacing/repairing the item at the risk and cost of the tenderer.

**21 Force Majeure**

21.1 Delay from the side of Supplier for execution of any of the conditions of this contract agreement under force major conditions like natural calamities or any other similar situations, delay in getting entry permit for service engineer, delay in getting space allotment for transportation of goods, time taken to carryout modification/ rectification



suggested for manufacture compliant, etc. shall be condoned subject to proper justification furnished by the supplier in due course of time .However, the decision of Purchaser in this respect shall be final.

## **22 Penalty/Liquidated Damages**

22.1 In case the successful bidder could not complete the supply within the prescribed time limit, compensation for delay of [work@1.5%](#) per month of delay computed on per day basis subject to maximum of 10% of the total contract value will be imposed unless the delay is due to recognized force majeure conditions.

22.2 In case the bidder becomes unable to affect supply within the time limit prescribed in the work order, the contract is likely to be cancelled and the Earnest Money Deposit from the bidder will be forfeited.

## **23 Payment Terms**

23.1 No advance payment will be made against the supplies. Tenders demanding advance payment and clearance through Banks will not be accepted.

23.2 Payment will be released as detailed below.

i) 90% immediately after delivering the materials at site.

ii) 10% payment will be released against Bank Guarantee for an equivalent Amount valid up to guarantee period plus two months.

## **24 Arbitration**

24.1 The tender, supply order and contract agreement to be executed shall be governed by Indian Laws.

24.2 In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be appointed by the Administrator, U.T. of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. Provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, U.T. of Lakshadweep, whose decision shall bind finally and conclusively. The arbitration shall be carried out in English language.

## **25 Jurisdiction**

25.1 The dispute, if any between the parties shall be settled at District & Sessions Court, Kavaratti, UT.of Lakshadweep and contract shall be interpreted under Indian laws.

## **26 Address for communication & Bank Account Details**

26.1 Address for communication of the Purchaser is as follows

The Assistant Engineer (Ele)  
Electrical Sub Division,  
Lakshadweep Office Complex, Indira Gandhi Road,  
Willingdon Island, Kochi – 682 003 (Kerala)  
Phone.+91 484 2666611  
[Email: lkoelec@nic.in](mailto:lkoelec@nic.in)

26.2 Bidder shall submit his address for communication containing valid email address along with the Technical Bid/Price Bid.

26.3 Any communication to the bidder/successful bidder/ supplier shall be made through post as well as email. Date of successful sending of email shall be reckoned as date of communication for the purpose of this tender

26.4 Bank Account details of the Department is as given below

Name of the Account Holder(s)	Assistant Engineer (Ele)
Account number	43153070001673
IFSC Code	SYNB0004315
Name of the Bank & Branch	Syndicate Bank, Willingdon Island, Kochi – 682 003 (Kerala)

26.5 Bidder shall furnish his Bank Account details in the above format along with Technical Bid

## **27 Termination of Contract**

27.1 Violation of any of the conditions of tender document or supply order or contract agreement to be executed shall entail cancellation of tender/ contract and initiate legal action against the bidder including the blacklisting of the firm

27.2 Department reserves all rights to cancel the tender/ contract in full or in part at any time even without assigning any specific reason.

## **28 Contract Agreement & Confirmed Supply order**

28.1 Successful bidder shall execute a contract agreement with the purchaser for carryout of the work mentioned in this tender

28.2 Contract Agreement shall be executed in Rs. 100/- stamp paper and cost of stamp paper shall be borne by the successful bidder

28.3 Contract Agreement shall be signed by the bidder and their two witnesses, which is to be duly attested by any Notary. Contract Agreement duly attested by Notary shall be forwarded to department for signature by the representative of the department and two witnesses from the side of department in presence of Executive Magistrate.

28.4 Date of signature of Contract Agreement by the representative of Department shall be considered as date of execution of agreement.

28.5 After execution of agreement, confirmed supply order for the quantity required at each stage shall be issued and the bidder shall be responsible to the goods & services as per supply order.

Sd/-

(S.V. Cheriya Koya Thangal)  
Assistant Engineer (Ele)

**Annexure –A**  
**Pre-qualification Criteria for Bidder**

<b>SI No</b>	<b>PQ Criteria for Bidder</b>	<b>Whether Attached (Yes/No)</b>	<b>Page / Ref. Nos</b>	<b>Remarks</b>
1.	Address of the Bidder			
2.	Bank Accounts Details of Bidder			
3.	Cost of Tender Form			
4.	EMD			
5.	Copy of Registration/License for Transaction/Business			
6.	Copy of GST Registration Certificate			
7.	Copy of PAN/TIN Card			
8.	Copy of Income Tax Clearance			
9.	Financial capability			
10.	Declaration on not blacklisted/debarred			
11.	Declaration on adherence with tender conditions			

Sd/-  
(S.V. Cheriya Koya Thangal)  
Assistant Engineer (Ele)

**Annexure –B**  
**Item –wise qualification Criteria for Bidder**

Sl. No	Documents	Whether Attached (Yes/No)	Page Nos	Remarks
1.	Whether copy of Manufacturing License is attached			
2.	Whether copy of Authorization from Manufacturer is attached			
3.	Whether Specification of quoted good matches with intended good			
4.	Whether Brochure/leaflet is attached			
5.	Test Certificates of LM79, LM80 and Surge Protection			
6.	Remarks			

Sd/-  
(S.V. Cheriya Koya Thangal)  
Assistant Engineer (Ele)

**Annexure -C**

**Price bid format (To be submitted in e-mode)**

<b>Sl. No</b>	<b>DESCRIPTION OF ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>GST</b>	<b>AMOUNT</b>
1	<p><b>LED Street light fittings 36 watts suitable for 230 V, 50 Hz supply system having following minimum requirement:</b></p> <ul style="list-style-type: none"><li>a) Power Factor – 0.90 or better</li><li>b) LED Street light housing should have IP 66 protection.</li><li>c) Surge protection for minimum 4 KV</li><li>d) Operating Voltage- please specify.</li></ul> <p>Fixing arrangement:- Suitable for fixing on GI pipe. The inner dia of fixing arrangement shall not be less than 50mm.</p>	2000	Nos			

Sd/-  
(S.V. Cheriya Koya Thangal)  
Assistant Engineer (Ele)