

**Tender for Supply, Installation, Commissioning and Maintenance of LED
based Street Lights and Centralized Lighting Management System
Under SMART Governance Program
“ALO AMAR ALO”**

Tender Document



Bidhannagar Municipal Corporation

Bidhannagar Municipal Corporation

**Poura Bhawan,
FD - 415A, Sector - III,
Salt Lake City,
Kolkata - 700 106.**

SECTION – A
NOTICE INVITING TENDER

Tender Notice No. :

Date:

Sealed Tenders are hereby invited for the “**Tender for Supply, Installation, Commissioning and Maintenance of LED based Street Lights and Centralized Lighting Management System**” Under **Smart Governance Program** as specified in the tender document.

- **Earnest Money Deposit : Rs 50,000/-(Rs. Fifty Thousand) only.**
Cost of Tender document: NIL
Tender document **will be supplied from BMC :** at 1100 hrs up to
at 15:00 hrs.
- **Submission Format : E- Submission ,Hard Copy & Soft Copy (in CD media)**
- Tenders will be received up to : 11:00 hrs of 20/06/2016
- Time & date of opening the tender : 15:00 hrs of 20/06/2016
- Venue of opening the tender : Conference Hall
Bidhannagar Municipal Corporation
Poura Bhavan,

Municipal Commissioner, Bidhannagar Municipal Corporation Poura Bhawan,
FD - 415A, Sector - III, Salt Lake City, Kolkata - 700 106

SECTION – B

GENERAL TERMS & CONDITIONS

B-1. Definitions

1. **“Bidder”** means a bidder who has responded to this Tender Document by submitting his Technical and Financial Proposal.
 2. **“Contract”** means the contract signed between the BMC and the successful bidder pursuant to the tender document herein.
 3. **“CPG”** means Contract Performance Guarantee required to be furnished by the Contractor to BMC under the terms and conditions described in Clause B-19.
 4. **“Contract Price”** means the price to be paid to the Contractor for providing the LED based Street Lights and Centralized Lighting Management System Solution, in accordance with the Contract.
 5. **“Contractor”** means the Bidder whose bid to perform the Contract has been accepted by BMC and is named as such in the Letter of Award.
 6. **“Government”** means the Government of West Bengal.
 7. **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name or service marks.
 8. **“Installation”** means the laying down and installation of the LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution in accordance with the Contract.
 9. **“Party”** means BMC or the Bidder, as the case may be, and “Parties” means both of them.
 10. **“Personnel”** means persons hired by the Bidder as employees and assigned to the performance of the LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution or any part thereof:
 11. **“Project Plan”** means the document to be developed by the Contractor and approved by BMC, based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s bid. For the sake of clarity, “the Agreed and Finalized Project Plan” refers to the version of the Project Plan approved by BMC. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
 12. **“Certificate of Acceptance”** means the certificate issued by the BMC and/or its authorised representative after installation, testing and satisfactory performance of the delivered products at the designated site as a total unit, for a period of atleast 90 days.
 13. **“Services”** means the work to be performed by the Bidder including the supply of related software/hardware, transportation, insurance, installation, customization, integration, Commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the Information System to be provided by the selected Bidder and as specified in the Contract.
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14. “**LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution,**” means all the systems subsystems, system software, materials, and other goods to be supplied, installed, implemented, integrated, and made operational, together with the Services to be carried out by the Contractor under the Contract. The services would include warranty support for 3 years and subsequent comprehensive maintenance support for next 2 years.
15. “**Extended Support**” means the services which need to be provided at off peak hours (8 PM – 8 AM) on BMC working days and any work provided on days other than working days.

B-2. Objective

- A. Bidhannagar Municipal Corporation (BMC) is the youngest Municipal Corporation in West Bengal with 41 Wards serving a population of approximately 6.50LACS. In their quest to embark upon a smart city journey, BMC would like to set up foundational smart governance leveraging ICT infrastructure. To begin with, thrust has been accorded to provide e-service to the citizens.
- B. BMC is implementing “ **ALO AMAR ALO** “ an **LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution** for Smart governance and needs to procure hardware to deploy it
- C. The bidder is required to provide at least the following services. All services must satisfy the system performance and availability requirements of BMC including the requirements of the EMS as mentioned in sub-clause B above.

B-3. Instructions to the Bidder

1. The notice inviting tender, the terms and conditions, the specifications, agreement, etc. constitute the Tender Document Set.
2. Item Delivery, Training and Documentation:
 - a. The equipment to be supplied shall be as per specification in **Section-D** of the tender document.
 - b. The procurement, installation and commissioning of LED based Street Lights and Centralized Lighting Management System solution will be executed by **contractor** on **turnkey basis** for the 41 Wards.
 - c. Delivery, free of charge, has to be made and installed at the site – to be specified in the purchase order to the CONTRACTOR.
 - d. 5 sets of all user guides, literature, technical reference manuals, etc. are also to be supplied by the contractor free of cost.
 - e. The contractor also has to impart training on operation of the system to designated officers/ officials of Bidhannagar Municipal Corporation at no extra cost.

B-4. Clarification to the Tender Document & Pre Bid Conference

1. All the Bidders are requested to carefully go through the provisions laid down in this TENDER DOCUMENT and seek all the clarifications in writing to BMC

The cut off date for receiving of queries would be 8th June'16

2. BMC shall consolidate all the clarification sought for by various Bidders and clarify the same in the pre-bid meeting to be held on 8th June 2016 at 1:00 PM in Conference Hall , BMC office,
 3. All the clarifications provided during the pre-bid meeting shall be conveyed to all the Bidders in writing. This shall form an integral part of the Tender Document,
 4. At any time before the scheduled submission of proposal, the BMC may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document, by amendment. The amendment / response to clarification(s) if any will be sent in writing to the all prospective Bidders and will be binding on them. BMC may, at its discretion, extend the date for submission and/or opening of the bid proposal.
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B-5. Earnest Money Deposit (EMD)

1. Earnest money in the form of Bank Draft for **Rs50,000/- (Rs.FIFTY THOUSAND only)** from any Nationalized/Scheduled Bank drawn **in favour of Bidhannagar Municipal Corporation** is to be deposited on any working day at Head Quarter, **Bidhannagar Municipal Corporation** and the money receipt obtained thereof should be attached along with the tender bid.
2. Tender not accompanied with prescribed earnest money deposit receipt will be rejected.
3. The EMD of the unsuccessful Bidder shall be refunded after final acceptance of the tender and within reasonable time not exceeding six months from the date of opening of the tender. The EMD will carry no interest.
4. After three years of successful completion of the project, the EMD will be refunded to the successful bidder.
5. The EMD will be forfeited if a Bidder withdraws his offer before finalization of the tender.
6. The EMD of the successful Bidder shall also be forfeited if the Bidder fails to sign the prescribed agreement within the specified period.

B-6. Credentials and pre-qualifications of the Bidder:

The eligibility criteria shall be applicable with reference only to LED Street Lighting & Control Systems division of an organization.

- The OER & Bidder both should be a Company registered under the Indian Companies Act applicable and the Company (or the acquired business division/company) should have been in operation for at least 10 years as on the date of submission of the bid. The OEM/bidder shall be engaged in creating LED based Street Lights and Centralized Lighting Management System /Infrastructural facilities in India for last 10 years
 - The bidder / OEM should have successfully built and commissioned at least one such order in one of the Municipality as application/ infrastructure build projects. Copies of purchase orders / installation reports in the name of bidders/OEM in India at least one should be attached.
 - OEM can submit bid either directly or through Authorized partner's. Bidder should be OEM/Authorized Partner/service provider of the OEM and a Letter of Authorization from OEM on the same and specific to the document should be enclosed. Bidder is eligible to bid in INR only with All Inclusive.
 - The warranty provided by the SI/Bidder should have a back to back arrangement with the OEM. The declaration should be the part of a Letter of Authorization and signed by competent authority at the OEM.
 - OEM / OEM Authorized & certified engineer to be deployed in the site to ensure smooth deployment & support of the project, details & cost for the same should be mentioned in the technical/ price bid. Also the resident engineer has to be present and involved during installation and commissioning phase. The same engineer has to be present for 5 years from the date of successful installation and commissioning to provide training and smooth functioning of the solution.
 - OEM/Bidder must quote for all the requirements server/Storage/Networking & Management software from the same OEM. Partial response to this tender will be summarily rejected.
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- SI/Bidder should have adequate registered sales & support services office in India for min 10 years, should have one service center/ spare location in Kolkata. Documentary evidence like sales tax registration, excise duty, trade license etc should be submitted supporting both.
- OEM/Bidder should be an ISO 9001 certified company .
- The OEM/Bidder should have minimum 300 Cr Annual Turnover in last three consecutive financial year.
- The OEM / bidder shall furnish the documentary evidence that he has financial, technical and production capability necessary to perform the contract.
- An indicative pre-qualification checklist has been provided for convenience of bidders. The bids shall be accompanied by documentary proof of criteria including but not limited to those mentioned in the pre-qualification checklist in the same order mentioned in the following table.

Pre-Qualification Checklist

Sr. No.	Criteria	Remarks (Mandatory / Optional)
1	Earnest Money Deposit for the Bid	Mandatory
2	Income Tax Clearance Certificate (preceding year).	Mandatory
3	Sales Tax/ VAT Clearance Certificate.	Mandatory
4	Certificate of incorporation.	Mandatory
5	Memorandum and Articles of Association.	Mandatory
6	List of Service Centers of Bidder and Manufacturer within Kolkata	Mandatory
8	Attested copy of the partnership deed incase of partnership firm and power of attorney to the representative of the firm who operates the tender	Mandatory
9	The certified quality document for the current year (ISO 9001:2000 or equivalent etc)	Mandatory
10	The following documents has to be submitted if Bids submitted by the consortium of two or more firms <ul style="list-style-type: none"> • The bids shall be signed so as to be legally binding on all partners. • One of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners. • Copy of Consortium Agreement/MOU. 	Mandatory

Sr. No.	Criteria	Remarks (Mandatory / Optional)
11	Bidder shall furnish the bid document properly signed and accompanied by the letter of authorization from Head Of the Organization.	Mandatory
12	Audited Balanced sheet for last 3 years	Mandatory
13	Audited Profit and loss statement for last 3 years	Mandatory
14	Three Client references with Name of the designated person, Address, Phone No., E-mail Address.	Mandatory
15	Trade license	Mandatory

B-7. Instructions For Preparation Of Proposals

1. Proposals shall be complete in all respect and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity, cutting or overwriting.
2. An authorized representative of the entity shall initial all pages of the proposal.
3. For preparation of Proposals, Bidders are expected to examine the Tender Document in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.

B-8. Sealing and Marking

1. The Original and two copies of the Technical Proposal (Hard copy and Soft copy in CD media) shall be placed in an envelope and properly sealed with sealing wax or PVC tape and clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment. All Technical & Commercial documents as per tender along with EMD receipt should be put together in this envelop along with the Technical Proposal. Similarly the original and two copies (Hard copy and Soft copy in CD media) of the Financial Proposal (Price Schedule as per tender, Section-E) should be sealed in similar manner and mark as "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL.". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and properly sealed. This outer envelope shall bear the submission address, reference, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE) 3:00 PM 10/10/2006". BMC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

All these above envelopes shall be addressed to **The Municipal Commissioner, Bidhannagar Municipal Corporation**, Poura Bhawan, FD - 415A, Sector - III, Salt Lake City, Kolkata - 700 106

2. The envelopes should be superscripted with the assignment name as “**Tender for Supply, Installation, Commissioning and Maintenance of LED based Street Lights and Centralized Lighting Management System**”.
3. The bottom left hand corner of the covers should indicate the name and address of the firm / Bidder. (Tenders without the name of the firm will not be opened).
4. All Pages in the price bid and technical bid should be signed with Company Seal and date. Technical specification sheet enclosed in the bid document should be signed and returned by the bidder with the words ‘Noted & Complied” marked at the bottom of each page. In case of any deviation, the bidder should mention the same with “Asterisks” on the specific line and number the same. Detailed deviation list mentioning the nature of deviation against each such numbered item should be enclosed along with the technical bid.
5. The Financial Bid and the Technical bid document should be properly bound and separators should be used to mark, each section of the bid. Any loose sheet enclosed along with the bid will be treated as not part of the bid.
6. Each Proposal should be marked ‘original’ or ‘copy’ as appropriate. If there are discrepancies in the ‘original’ and the ‘copy’, the ‘original’ shall prevail.

B-9. Submission of Bid

Apart from online submission, “Sealed Tender” only Technical Bid in the form of Hard copy as well as Soft Copy (in CD media) in respective envelop, has to be deposited in the “Tender box” kept in the office of **The Municipal Commissioner, Bidhannagar Municipal Corporation**, Poura Bhawan, FD - 415A, Sector - III, Salt Lake City, Kolkata - 700 106 on or before, 20/06/2016 at 11 am.

B-10. Tender Opening date & Venue

1. Tenders (**Technical bid only**) will be **opened on 20/06/2016 at 03:00 PM**. in presence of the attending Bidder or their authorized representatives.

Venue of opening the tenders (technical bid only) will be The Conference Hall, **Bidhannagar Municipal Corporation** Poura Bhawan , FD - 415A, Sector - III, Salt Lake City, Kolkata - 700 106.

2. The tender responses will be scrutinized on the same day in presence of all the bidders. The scrutiny will cover the
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mandatory compliance criteria as mentioned in the bid. All such tenders which are found compliant and confirm to the mandatory compliance criteria shall be declared as technically valid bids.

3. The technically valid bids will thereafter be evaluated by the technical committee of the BMC. This evaluation may require a few weeks time. The short listed bidders pursuant to such evaluation by the technical committee will get written intimation to attend the opening of the financial bid.

B-11. Validity of Offer

The proposals shall remain valid for a period of **180 days** after the scheduled date for submission of the 'Proposal'. In exceptional circumstances, the BMC may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

B-12. Taxes & Duties

1. Any "FORM" for availing concession rate of VAT will be issued by BMC if applicable.
2. The prices shall be exclusive of all taxes & duties leviable including service tax, and indicated separately in the Price Schedule both in total amount of tax/duty and in % rate for each tax/duty. BMC shall reimburse taxes/duties at actual as applicable at the time of delivery.
3. BMC shall be authorized to deduct any income tax as applicable from the Bidder.
4. For the purpose of the Contract it is agreed that the Contract Price specified in Price Schedule, is based on the taxes duties and charges prevailing at the date one(1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

B-13. Income Tax & Sales Tax Certificates

Attested copies of the following documents must be submitted along with the Tender:

1. Latest Income Tax Clearance Certificate (the original of which may have to be produced by the successful bidder before the issue of the firm work order).
 2. Valid VAT Registration Certificate and Clearance Certificate.
 3. Trade License Certificate.
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B-14. Discrepancies in Bid

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

1. In case of discrepancy between the original & copies of bid, the original bid will be considered correct.
2. In case of discrepancy between figures and words, the words will be considered correct.
3. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

B-15. Tender Acceptance & Rejection

1. BMC reserves the right to reject any tender without assigning any reason whatsoever.
2. BMC is not bound to accept the lowest priced offer.
3. Letter of Intent (LOI) will be issued to the successful Bidder after evaluation of the tender. The firm work order will only be issued after the Bidder deposits the CPG within stipulated period.
4. All components in tender must qualify in technical specification. If any component fails to qualify in technical evaluation this will lead to rejection of the technical bid.

B-16. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by BMC or the Bidder may be taken or executed by the officials authorized for the purpose.

B-17. Bid Evaluation Process

A single step two-envelope bidding procedure will be used for the evaluation. Under this process, the technical proposal will be opened and evaluated prior to opening and evaluating the financial proposal. The proposals will be examined and discussed as required with the bidder.

The evaluation of the bids will follow the steps outlined in this section.

1. General Examination of Bids:

After completion of prefatory scrutiny by BMC, the technically valid bids will be sent to the technical committee for general evaluation. The technical committee will decide which deviations (including omissions and variations) or reservations identified at this point are material and therefore which bids should be declared as not substantially responsive. If a bid is not substantially responsive, it should be rejected and cannot be made responsive by

correction or withdrawal of the nonconforming deviation or reservation. (For details of pre qualification of bids and pre-qualification checklist refer to **Section B-6**)

At the end of this stage, the committee will be agreed on:

- Those bids which should not be considered for further evaluation
- Any clarification that should be requested from qualified bidders.

- 2. Examination of Short listed Technical Bids (Weightage 50%):** The short listed technical bids shall be examined for completeness and clarifications if any shall be sought for from the respective Bidders in case the same is considered essential.

Bidders may be provided the opportunity to revise their technical proposals to meet BMC's requirement. In case where the financial proposal is impacted by changes in the technical proposal, the bidders will be given an opportunity to make the necessary adjustments and submit within one week from notification, revised proposals as a supplement to the original submission. The revised technical and financial proposals must be consistent. However this bid revision will be applicable to all bidders short listed for Technical Review.

Technical evaluation criteria, sub criteria and point system for the evaluation of Full Technical Proposals are:

Sr.	Criteria	Points
1.	Completeness of overall solution	45
2.	Compliance to technical requirements	45
3.	Technology	50
	Scalability	10
	Performance	25
	State-of-Art	15
4.	Vendor Track Record	20
	Technology References	10
	Support References	10
5.	Service Plan	40
	Organization	10
	Spare Availability	10
	Support Personnel	10
	Service Level Agreement	10
TOTAL		200

- The minimum technical Score required to pass and qualifying for the Financial Bid is: **140** Points
 - All qualified bids shall be subjected to further Financial evaluation by the Financial committee
 - The financial bids for bidders whose technical score is less than 140 points will not be opened.
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3. **Examination of Financial Bids (Weightage 50%):** BMC will determine whether the Financial Proposals are complete, i.e. whether the Bidder has included all components as per the tender document. If not, BMC may reject the bid as non-responsive. Financial bids shall be compared for the complete scope of work as per the Price Proposal Schedule, inclusive of all taxes and duties. The price schedule shall also have the indicative Price Break-ups.
4. **Overall Ranking:** The combined result of the technical and financial proposals will determine the final, overall ranking (Final Top 3 Ranked Bidders). The method for obtaining the overall ranking will be as follows:

$$S \Rightarrow (C_{\text{low}} / C) * 0.5 + (T / T_{\text{high}}) * 0.5$$

$$\text{Final Marks (F)} = 100 * S$$

C_{low}	Lowest Price Bid
C	Price of the Current Bid
T_{high}	Highest Technical Score Obtained
T	Technical Score of the Current Bid

For the purpose of determining overall ranking, the Price Quoted in E.6 of Section E will be deemed to be the Price Bid of each Bidder.

B-18. Award of Contract

The contract shall be awarded to the bidder who will get the highest final marks (F) as per clause B-17.

However, in case there is a tie between two or more Bidders the Bidder with the highest score in examination of Technical Bids shall be awarded the contract.

B-23. Delivery and Installation Schedule:

1. Free delivery should be made at any place within the jurisdiction of Bidhannagar Municipal Corporation, as specified in the work order.
2. The delivery of the items ordered, as specified, should start within four weeks from the date of issue of Firm Order and should be completed within 8 (Eight) weeks from the date of issue of Firm order.
3. The Installation and commissioning of the items ordered should be completed within 8 (Eight) weeks from the date of delivery.
4. Acceptance: The installation and commissioning will be considered as complete only after it passes successfully through the acceptance test. The test results shall be certified by BMC or an authorized representative of BMC.

B-24. Price Validity

1. All prices quoted must be firm and valid for 180 days from the date of opening of the tender.
2. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment, etc. or in rupee exchange rate during the price validity period what so ever. However, direct duties, levies, or taxes in respect of finished products will be at the rate prevalent at the time of delivery.

B-25. Payment

BMC will make the successful bidder a lumpsum amount per month, for 12 months Minimum, basis the final quotes, in the bid. EXTENTION OF THE PERIOD IS AT THE SOLE DISCRETION OF BMC.

B-26. Warranty & Maintenance

1. The successful Bidder / Supplier must furnish a warranty for all hardware and software items supplied for providing free post-installation Comprehensive Onsite Maintenance Support during a **Warranty Period of three (5) years from the date of successful implementation of overall configuration as certified by BMC**. A Standard Warranty Format should be enclosed along with the Technical Bid.
2. All equipment should be covered under Comprehensive On-site Maintenance for a period of five years. Spares availability needs to be confirmed by the manufacturer for this 5 years period. In the event of technology upgrade of the underlying systems, equivalent spares will have to be provided at no additional cost to BMC.

B-27. Support

1. Maintenance of an **uninterrupted up-time up to 99.9 %** of the computer system (on a quarterly basis) and **preventive maintenance** operations. The uptime calculation for any hardware equipments will be calculated based on the following formula: -

$$\text{Uptime} = (\text{Total Working Hours} - \text{Total Down Time Hours}) * 100 / \text{Total Working Hours}$$

Total Working Hours is equivalent to the total service coverage hours. Total downtime means the total number of hours for which the equipment was down or for which the service remains non-operational. However the total down time for particular equipment should not be more than X. hrs (resolution time mentioned under the table below) for a particular failure instance.

The following will not be considered in the calculation of uptime: -

- Any link failure will not be taken into account for downtime.
- External power failure, virus attack or any factor, which cannot be attributed to vendor
- Any situation like riot / strike / flood / political disturbances will be excluded from

downtime calculation.

2. Attending to faults (Service Response) within 1 to 4 hrs. from the time of intimation and Resolving the faults (Service Resolution) thereof within 12 to 48 hrs.
3. Service Coverage of 7 days X 24 hrs.
4. The preventive/schedule maintenance has to be done during holidays, off days, or at night.

B-28. Liquidated Damage

1. For delay in execution of any supply order against this tender, liquidated damages @ 0.5%alf percent) of the contract price for every week of delay or part thereof shall be realized subject to a maximum of 5% (ten percent) of the contract price. The number of weeks of delay will be calculated with reference to the due date of completion of delivery as agreed by BMC in respect of each unit and the whole system as indicated in the work orders. The percentage of liquidated damages will also be calculated on the cost of item that is required to be supplied on such specified date. If on any occasion the liquidated damages recoverable exceed 10% (ten percent), it shall be open to the Bidhannagar Municipal Corporation to cancel the supply order and the Contractor will be liable for all costs and damages suffered by BMC.
2. This liquidated damage clause is relaxable under the "Force majeure" conditions.

B-29. Disputes and Arbitration

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Mayor of Bidhannagar Municipal Corporation (BMC) or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Mayor, BMC shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The CONTRACTOR will have no objection in any such appointment that arbitrator so appointed is employee of BMC. The adjudication of such arbitrator shall be governed by the provision of the '**ARBITRATION and CONCILIATION Act, 1996**' or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata.

B-30. Liability

In case of a default on Contractor's part or other liability, BMC shall be entitled to recover damages from Contractor. In each such instance, regardless of the basis on which BMC is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

1. Payments referred to in the Patents and Copyrights section below:
2. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by Contractor's negligence; and
3. As to any other actual damage arising in any situation involving nonperformance by Contractor pursuant to, or in any way related to, the subject of this Agreement, the charge paid by BMC for the individual Product or Service that is the subject of the claim.

It is the maximum for which Contractor and its subcontractors are collectively responsible.

B-31. Patents & Copyright

If a third party claims that a product delivered by the Contractor to BMC infringes that party's patent or copyright, the Contractor shall defend BMC against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that BMC

- (i) Promptly notifies Contractor in writing of the claim and
- (ii) Allows Contractor to control, and cooperates with Contractor in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, BMC agrees to permit Contractor to enable BMC to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, BMC agrees to return the product to Contractor on Contractor's written request. Contractor will then give BMC a credit equal to: for a machine, BMC's net book value (provided BMC has followed generally accepted accounting principles; for a generally available software product produced by Contractor ("Program") the amount paid by BMC or 12 months' charges (whichever is lesser); and for materials, the amount paid by BMC for the materials. These will be Contractor's entire obligation regarding any claims of infringement.

Claims for which Contractor is not responsible: The Contractor has no obligation for any claim based on the following:

- i) anything that BMC provides, which is incorporated into the product or Contractor's compliance with designs, specifications, or instructions provided by BMC or a third party on BMC's behalf;
- ii) BMC's modification of a product, or a program's use other than in its specified operating environment;

B-32. Governing Laws

This Tender Document and the Contract shall be governed by and interpreted in accordance with Laws in force in India. The Courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

B-33. Termination for Default

BMC may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 days written notice of default sent to the Contractor, terminate the Contract in whole or in part

- If the Contractor materially fails to render any or all the services within the time period (s) specified in the Contract or any extension thereof granted by BMC in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice from BMC.
- If the Contractor in the judgment of BMC has engaged in corrupt or fraudulent practices in competing or in executing the contract

B-34. Winding up

If the Contractor being a corporation/company commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BMC shall be at liberty:

- To terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested.
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BMC.

B-35. Suspension of Obligations

The obligation stipulated in this specification can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause B-36 or as the result of an agreement between the parties.

In the event of force majeure, neither of the parties may be considered in default of its obligations under the terms of this tender document.

B-36. Force majeure Clause

1. If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of :
 - any war or hostility
 - acts of public enemy, civil commotion, sabotage, explosions
 - effects of flood, epidemics, quarantine restrictions, freight embargoes
 - general strikes, Bandhs
 - acts of God

hereinafter referred to as **EVENT**, neither party shall, by reason of such **EVENT**, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that **notice** of happening, of any such **EVENT** is given by either party to the other **within 7 (seven) days**

from the date of occurrence of the **EVENT**.

2. If a Force majeure EVENT occurs, the Contractor shall promptly notify BMC in writing of such conditions and the cause thereof. Unless otherwise directed by BMC in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.
3. Expected Work and deliveries under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the Bidhannagar Municipal Corporation as to whether the situation has become normal or not, shall be final and conclusive.
4. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, BMC may, at its option, terminate this Contract.
5. In case of termination of contract due to force majeure event, BMC would pay the reasonable amount to the Contractor for the portion of work already completed till date.

B-37. Insurance Taken by Contractor

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the Contractor. Further the Contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

Insurance for 110% of value of equipment is required to be taken.

B-38. Ownership and Risk of Loss

Ownership of goods that are supplied by the Contractor under this Contract will not pass to BMC until final acceptance of the LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution by BMC in accordance with the provisions of the Contract.

BMC will hold harmless the Contractor for any loss to the Contractor's property within the premises of BMC caused by any default, negligence or omission of BMC or any of its employees or any person acting on behalf of or appointed by BMC.

B-39. Handling of Documents/ Confidentiality

As and when required before final acceptance of work or upon termination of the Contract, the

documents prepared specifically for this engagement (including originals) shall be handed over to BMC.

BMC shall own copyright in materials created as the result of the Contractor's performance of services and a license back to use the same shall be granted. All rights in pre existing materials will continue to be owned by Contractor and/ or the applicable third party.

The Contractor shall take all necessary steps to ensure confidential handling of all information developed or acquired by it from BMC under terms of the Contract or in performance thereof.

B-40. Assignment

The Contractor shall not, without the express prior written consent of BMC, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

B-41. Contractor's Responsibilities

The Contractor shall conduct all contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM SOLUTION facility creator, Subsystems, and other related services, or in accordance with best industry practices.

The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Contractor shall comply with all relevant laws in force in India.

In particular, the Contractor shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The Contractor assumes primary responsibility for all the testing for the LED BASED STREET LIGHTS AND CENTRALIZED LIGHTING MANAGEMENT SYSTEM Solution, in accordance with relevant provisions of this TENDER DOCUMENT.

B-42. BMC's Responsibilities

BMC shall be responsible for provision of all resources, access and information, under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.

The following facilities shall be provided for the purpose of working on the assignment:

- BMC will designate appropriate staff for the training courses, if any, to be given by the Contractor and shall endeavor to make all appropriate logistical arrangements for such training.
- BMC will provide safe working conditions in and adjoining to its premises and will maintain security and safety of such places.

B-43. No Waiver of Rights

Neither the inspection by BMC or any of their agents nor any order by BMC for payment of money or any payment for or acceptance of, the whole or any part of the works by BMC, nor any extension of time, nor any possession taken by BMC shall operate as a waiver of any provision of the Contract, or of any power reserved to BMC, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

B-44. Grafts, Commissions, Gifts etc.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with BMC, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts with BMC and also to payment of any loss or damage to BMC resulting from any cancellation. BMC shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract.

B-45. Collusion of Bidder

The bidder would be disqualified, if any collusion or carteling is noticed or if a bidder is found to be influencing the Tender process in any way.

B-46. Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

B-47. Training

The vendor should impart training to nominated BMC officials on

- Features of Operating system (4 Days)
- System Administration of OS (3 Days)
- Basic hardware operations (2 Days)
- Enterprise Management Software (NMS, Monitoring tools, Cluster Management Software etc) (4 Days)
- STORAGE AREA NETWORK (SAN) architecture, Overview and operations (2 Days)

There should be two batches for each module mentioned above. Each batch contains 15 participants.

SECTION – C

TECHNICAL TERMS AND CONDITIONS

C-1. Implementation Plan

The Vendor should provide a Hardware implementation plan along with the Tender document. This plan should include execution time and at least the followings.

1. Detailed Technical and system architecture of the Central LED based Street Lights and Centralized Lighting Management System, including different technology options.
2. Specification for LED based Street Lights and Centralized Lighting Management System.
3. Disaster Recovery plan. Vendor should quote for a solution with RPO close to zero
4. List of equipment required for the Hardware Infrastructure along with point of presence.
5. Sufficient stock of spares should be available at BMC Premises at Kolkata to ensure the uninterrupted up-time

C-3. Reporting Requirements

The following reporting / documentation would need to be maintained by the hardware vendor

1. **Project Implementation Plan** laying down all the project activities, the expected durations and the dependency relationships between these activities and who is responsible for each activity. PIP also lays down all target milestone dates.
2. **Communications Plan** Listing all stakeholders in the project, defines their roles, and provides contact information.
3. **Quality Assurance Plan** Documenting the planned and systematic pattern of all actions necessary to assure confidence that the System implemented will conform to BMC's functional and technical requirements.
4. **Systems Manual** Detailing the hardware and System software related documentation and guidelines.

5. **Operations Manual** Providing instructions for installing the application, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
6. **User Manual** (both soft and hard copies) providing detailed instructions on how to use the software. In addition, it describes how to access, submit inputs to, and interpret outputs from the application.
7. **Periodic Status Reports** Communicating the status of activities completed activities in progress, outstanding issues and risks, and any impact or potential impact to the project schedule. MAS consultants are required to submit the progress reports as per the agreed format.
8. **Request(s) for Change** documenting any deltas to the original contractual requirements.
9. **User Feedback Forms** documenting things that went well and those that didn't and opportunities for improvement.

C-4. Facilities Management Support

Support for a period of five (5) years from the date of completion of the installation of entire equipment, including, but not limited to:

1. Management of entire LED based Street Lights and Centralized Lighting Management System Infrastructure.
2. Performance monitoring and management of all equipment.
3. Carrying out preventive maintenance in addition to corrective maintenance.

C-5. Demonstration of Satisfactory Performance

Demonstration of satisfactory performance of the ordered equipment shall be the responsibility of the Vendor, and to the satisfaction of BMC management and shall include,

1. Installation, Testing and Implementation of all the supplied equipments.
2. System Integration for various hardware equipment in the LED based Street Lights and Centralized Lighting Management System for normal operation.
3. System Integration & fine tuning of the system components required for proper application performance.

SECTION – D

REQUIREMENT AND SPECIFICATION

1. Supply , Erection, Testing, Comissioning of based LED Street Lights min 3500 lumens for replacement of 70W HPSV or MH, min 7000 lumens for replacement of 150W HPSV /MH, min 10000 lumens. For replacement of 250W HPSV /MH ,min 17000 lumens for the replacement of 400W HPSV and MH fittings. . The LED Street Lights should be compatable with independent cabinet based Lighting Management System. Lighting Cabinets/Feeder pillars to be connected independently to Lighting Management System Server through a non-proprietary and professional network such as GPRS/Ethernet with open internet. The LED Street Lighting luminaires should comply all relevant standards as per specification sheet of street lightand given in the annexure.
2. Design, construction and testing of independent cabinet based Lighting Management System. Lighting Cabinets/Feeder pillars to be connected independently to Lighting Management System Server through a non-proprietary and professional network such as GPRS/Ethernet with open internet. The lighting management system should comply with all the parametres given as per specification sheet given in the annexure

Sr no.	Parameters	Requirement	Bidders compliance to be indicated
1	Light source	High Power LED	
2	LED make	Nichia/Osram/Philips/Lumileds	
3	CCT	5500-6500K (nominal)cool white	
4	LED chip wattage	1W-3W	
5	Ingress/impact protection	IP66 and IK05	
6	Rated luminous flux	min 3500 lumens for replacement of 70W HPSV or MH, min 7000 lumens for replacement of 150W HPSV /MH, min 10000 lumens. For replacement of 250W HPSV /MH ,min 17000 lumens for the replacement of 400W HPSV and MH fittings	
7	System efficacy (lm/w)	Minimum 100	
8	CRI (typical)	70 (nominal)	
9	Junction temperature	Maximum 85 degree C	
10	LED chip efficacy	Minimum 135 lm/W	
11	Harmonics	<20% (+/-5%)	
12	Lumen maintenance @ 85 degree C	Minimum 70% upto 50,000 hrs	
13	Power factor	Minimum 0.95 at full load /230V	
14	Life expectancy of driver	Minimum 30,000 hours	
15	Input Voltage	140 V — 270 V at 50Hz (+/- 5%)	
16	Rated voltage	220-240V AC	
17	Inbuilt Surge protection	Upto 3KV	
18	Input frequency	47 to 55 Hz	

19	Forward current	<700 mili amps	
20	Voltage dips and interrupts	As per IEC 61000-4-11	
21	Working temperature	minus 10 to +50 degree Centigrade	
22	Product housing operational temperaure	minus 10 to +50 degree C	
23	Outer body luminaire temperature	Max upto 70 degree C (with +/- 5) at 35 degree C ambient temperature	
24	Working humidity	10%-90% RH	
25	Driver efficiency	>90%	
26	LED lifetime and luminaire	IESLM79	
27	Driver Dimming	Streetlight Drivers with voltage based dimming facility- min 2 steps	
28	housing	Single piece Pressure die-cast aluminium housing with epoxy powder coated.Toughened glass.Well designed thermal management system with aluminium heat sink. Manufacturer's name should be embossed or engraved on the housing	
29	Type of bracket	48-60 mm. dia side entry for replacement of 70W/150W/250W/400W HPSV/MH	
30	Optical assembly	Structured LED array for optimised roadway photometric distribution with photometric lenses designed to optimise application efficiency and minimise glare.LEDs to be mounted on lens plate	
31	Temperature cycling test and supply voltage switching test	1) Product shall be subjected to -10 degree C to 1 hr then switch to 50 degree C for 1 hr. Total 5 cycles.(2) 30 sec on and 30 sec off.At the end of test as per (1) and (2) no visual damage shall be observed and lamp shall alight for more than 15 min after test.	
32	Accelerated operational life life test	Product shall be continuously tested for 6000 hours . Be conducted at 45 degree C.Test to At the end of the test no visual damage shall be observed and lamp shall be alight for more than 15 mins after test.	
33	Compliance	IEC60598/IS10322	
34	Manufacturing	Driver, LED, Luminaires and controlling devices should be from the same manufacturing company	
35	Certification/authorisation	LED Chip Procurment (as per above makes which will be used in the luminaires) proof from approved LED Make to be submitted along with the undertaking in company letterhead and signed by the appropriate authority. also the LM 80, LM 79 and all other relevent documentations/certification stating and confirming the above points should be submitted as a proof of genuinity of the claims. Undertakings should be given from the Regional Head or above rank for any authiorsation or undertaking	

Annexure

Specification for Lighting management System:

The Lighting management system should be able to do the following functionality independently to the group of streetlights connected to the outgoing of the feeder pillars -

- a) Automatic (with a timer), Remote (with GPRS/GSM) and Manual Switching Options
- b) Remote Energy Measurement
- c) Dimming functionality
- d) Near real-time monitoring
- e) Alarms and Report generation.
- f) Emergency override – locally and remotely.
- g) Web based User Interface with Integrated Visual maps.
- h) Data security and secured system access.
- i) Prevent unauthorized physical access to the street light control box.
- j) Uninterrupted operation, even during single phasing.
- k) Secured 128 bit encrypted Communication between server and streetlight controller.

Lighting management system should also be able to generate alarm form following critical parameters –

- a. Phase-wise currents on crossing threshold values
- b. Phase-wise voltages on crossing threshold values
- c. Theft alerts
- d. Group failure of lights
- e. No output supply to street lights.
- f. Mains power failure alarm with cabinet info.
- g. Manual operation.
- h. Alarms for manual override.
- i. Burn hour alarm based on configured limit.
- j. Contactor hanging / outgoing feeder failure from street light control cabinet.

ANNEXURE – A

GENERAL COMPLIANCE SCHEDULE

Sl. No.	Item	Vendor's Confirmation	Deviation (if any)
1.	General Terms & Conditions	Agreed/Not agreed	
2.	EMD Receipt	Deposited/Not Deposited	
3.	Latest Income Tax clearance and Sales Tax registration & clearance certificates	Deposited/Not Deposited	
4.	Bank Guarantee for Warranty/ AMC	Agreed/Not agreed	
5.	Payment Terms	Agreed/Not agreed	
6.	Liquidated Damage Clause	Agreed/Not agreed	
7.	Price Validity	Agreed/Not agreed	
8.	Delivery & Installation Schedule	Agreed/Not agreed	
9.	Warranty & Post Installation clause	Agreed/Not agreed	
10.	Technology refresh/ upgrade clause	Agreed/Not agreed	
11.	Infrastructure at Kolkata (for Installation and attendance of Support calls)	Yes/No	
12.	Training and Documentation	Agreed/Not agreed	
13.	AMC support for 5 years beyond 3 years Warranty	Agreed/Not agreed	
14.	Credentials with documentary support as per Eligibility Clause. (ISO 9000, Turnover, Profitability, Order copies as required)	Submitted/Not submitted	
15.	At least three installation sites in Kolkata	Yes/No	
16.	Authorized manufacturership/ System Integratorship certificate in respect of all items quoted	Submitted/Not submitted	
17.	Original specification sheets for all items	Submitted/Not submitted	
18.	Driver software, wherever applicable, to be supplied	Agreed/Not agreed	
19.	Equipment working environment: The power provided will be 220V ac (nominal)	Agreed/Not agreed	
20.	A vendor must quote all the items.	Agreed/Not agreed	
21.	Technical viability of the project for all the equipments offered by the vendor.	Submitted/Not submitted	
22.	Consortium Agreement. MOU	Submitted / No submitted	
23.	Manufacturers Authorisation Certificate in respect of all products quoted	Submitted/Not submitted	

Signature with date

Name in block letters

Seal of the Company

Note: In case the vendor's confirmation is negative, specific comments are to be filled in the Deviation column

ANNEXURE - B
BIDDERS QUALIFICATION FORM

PART - I

BIDHANNAGAR

MUNICIPAL CORPORATION

TENDER ENQUIRY NO : _____

Due to open on : _____

Bidder's Ref No : _____

To
The Bidhannagar Municipal
Corporation Kolkata-

Dear Sir,

Having examined the conditions of contract as in Bid Documents and specifications including Addenda Nos. _____ the receipt of which is duly acknowledged, we undersigned offer to "Supply, Installation, Commissioning and Management of LED based Street Lights and Centralized Lighting Management System Solution, Servers and System Software" **conformity** with the said drawings conditions of contract and specifications for the sum of mentioned in the **Price Bid SECTION-E**, or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted to commence supplies within **4 weeks** from the date of issue of your Firm Order and to complete delivery of all the ordered items by us specified in the contract within **8 WEEKS** calculated from the date of issue of Firm Order.

We agree to abide by this Bid for a period of 180 days from the date fixed for opening of the Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Firm Order or contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Date this __ day of **Month '2016.**

Signature _____

(Name in Block Letters of the Signatory)

In capacity of

Duly authorized to sign the bid for and on behalf of **Attach Power of Attorney/Extract of Board Resolution duly certified**
(Documentary proof enclosed)

Witness _____

Address: _____

Signature _____

BIDDERS QUALIFICATION FORM

PART - II

1.1 Tender is to be submitted in this Form only. Tender submitted by the Bidder in their own proforma is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.

1.2 **Tender Enquiry No. & Date** :

1.3 **Offer No. & date** :

2.1 **Name and address of the Firm** :

2.2 **Name of the Firm** :

Office Address :

Telephone No. :

Fax No. :

2.3 **Factory Address** :

Telephone No. :

Fax No. :

The offer as per proforma in Part III is enclosed in sealed covers for individual item separately (Read instruction and important points).

Particulars of Central Excise Tariff Rules under which ED is leviable.

Whether registered with NSIC under Single Point Registration Scheme for the Tendered item

If so, please furnish photostat copy of the current Registration Certificate.)

Whether

i) Proprietorship firm :

ii) Partnership firm :

iii) Company :

iv) Consortium :

Necessary valid documents must be enclosed along with the tender offer.

The bidders must quote in a separate sheet the details of such supplies for the particular item made by them during dd/mm/yyyy to dd/mm/yyyy in the proforma given below. They may be deprived of any order against this tender if the information furnished is found to be incorrect. Please enclose copies of inspection certificate in support of your Claim.

Bidders should refrain from quoting any irrelevant reference (i.e. for any item not in Tender) in the under mentioned column.

Proforma for furnishing information in respect of the purchase orders :

Sl. No.	P.O No. & DATE	QTY ORDERED	QTY SUPPLIED WITHIN S.D.D	CHALLAN NO. & DATE	I.C No. & DATE	REMARKS

Income Tax Clearance Certificate :

Please indicate your Permanent Account No. and enclose Photostat copy of the current Income Tax Clearance Certificate duly attested.

LIST OF ENCLOSURES:

- I)
- II)
- III)
- IV)

Signature of the Authorized Signatory :

NAME IN BLOCK LETTERS :

Status of the Signatory :



BIDDERS QUALIFICATION FORM (EARNEST MONEY DEPOSIT DETAILS)

PART - III

To,
The Bidhannagar Municipal
Corporation Kolkata-700.

The undersigned hereby tenders for job and agrees to hold this tender open for your acceptance for 180 days from the date of opening of the tender.

Details of EMD is given below : (Package I)

Demand Draft No: _____ dated _____ Month 2016 of _____ for

is enclosed as **EARNEST MONEY DEPOSIT.**

NAME : _____

COMPANY NAME : _____

ADDRESS : _____

ORGANIZATION DETAILS

(To be submitted along with the tender)

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the company	
6	Former name of the company, if any.	
7	Is the firm a Government/ Public Sector Undertaking a propriety firm a partnership firm (if yes, give partnership deed) a limited company or limited corporation a member of a group of companies (if yes, give name and address, and description of other companies) a subsidiary of a large corporation (if yes give the name and address of the parent organisation) If the company is subsidiary, state what involvement if any, will the parent company have in the project. a consortia (if yes, give name and address of each partner)	
8	Is the firm registered with sales tax department? If yes, submit valid VAT registration certificate.	
9	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit valid service tax registration certificate.	
10	Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization. Total number of employees	
12	Number of years of experience: as a prime contractor in a Consortium	

13	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
14	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
15	What type best describes your firm? (BMC reserves the right to verify the claims if necessary) 1. Manufacturer 2. Supplier 3. System Integrator 4. Consultant 5. Service Provider (pl. specify details) 6. Software Development 7. Total solution provider (Design, Supply, Integration, O&M)	
16	Number of Offices / Project Locations	
17	Do you have a local representation /office in Kolkata? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
18	Do you intend to associate/sub-contract any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
19	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained from network product vendor. (documentary proof to be submitted)	
20	Is your organization has ISO 9000 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
21	List the major clients with whom your organization has been/ is currently associated.	
22	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
23	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
24	The bidder/ prime member of the consortium shall disclose details pertaining to all contingent liabilities. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
25	Whether your organisation has Bank's certificate of solvency. BMC reserves the right to seek documentary proof if contract is awarded.	
26	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

Signature with date

Name in block letters

Seal of the Company

Tender Inviting Authority:

Nature of Work:

Contract No -

Bidder Name:-

Schedule of Work

(This BoQ template must not modified /replaced by the bidder and the same should be uploaded after filling the relevaent colour else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

SI No	Description of Work	Qty	Unit	Estimated MONTHLYRate
1	Supply , Erection, Testing, Comissioning of based LED Street Lights min 3500 lumens for replacement of 70W HPSV or MH, min 7000 lumens for replacement of 150W HPSV /MH, min 10000 lumens. For replacement of 250W HPSV /MH ,min 17000 lumens for the replacement of 400W HPSV and MH fittings. . The LED Street Lights should be compatable with independent cabinet based Lighting Management System. Lighting Cabinets/Feeder pillars to be connected independently to Lighting Management System Server through a non-proprietary and professional network such as GPRS/Ethernet with open internet. The LED Street Lighting luminaires should comply all relevant standards as per specification sheet of street lightand given in the annexure.			21110
2	Design, construction and testing of independent cabinet based Lighting Management System. Lighting Cabinets/Feeder pillars to be connected independently to Lighting Management System Server through a non-proprietary and professional network such as GPRS/Ethernet with open internet. The lighting management system should comply with all the parametres given as per specification sheet given in the annexure			925