

**MUNICIPAL ADMINISTRATION AND WATER SUPPLY DEPARTMENT**

**THOOTHUKUDI CITY MUNICIPAL CORPORATION**

**CONTRACT NO. E3 / 2338 / 2022**

NOTICE INVITING TENDER, LETTER OF TENDER, AGREEMENT,  
SPECIFICATIONS AND PRICE SCHEDULE FOR THREE MONTHS.

**NAME OF WORK:** OPERATION AND MAINTENANCE OF LED STREET LIGHTS INCLUDING ROUTINE BREAK DOWN MAINTENANCE AND PREVENTIVE MAINTENANCE WORKS IN 60 WARDS OF THOOTHUKUDI CITY MUNICIPAL CORPORATION LIMIT FOR THE PERIOD OF THREE MONTHS.

**NOTE:**

1. No cheque will be accepted towards Earnest money deposit, Tender not accompanied by the earnest money deposit in accordance with the item No.8 of the Check list for the guidance for the contractor will be summarily rejected.
2. Tenders with conditions are liable for rejection.
3. All entries should be made legibly in ink. Writing the rates and amounts first in pencil and later overwriting in ink should be avoided as also overwriting the corrections.
4. Corrections if any should be made neatly by scoring out the unwanted matter and rewriting legibly. The full signature of the bidder should attest every such correction.

Tender date on : 15.07.2022

Last date for issue : 15.07.2022

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**SECTION – I**  
**PART – I**

**THOOTHUKUDI CORPORATION**  
**NOTICE INVITING TENDER**

For and on behalf of Thoothukudi City Municipal Corporation Council, Sealed tenders in the prescribed forms are invited by the Commissioner, Thoothukudi Corporation for the following work from the eligible contractors. The tenders will be received by the Commissioner at his office, Thoothukudi Corporation up to 03.00 P.M. **as per the clock of corporation office** on the date noted. If the said date happens to be a holiday, the tenders will be received up to 03.00 P.M. on the next working day. The tenders will be opened at 3.30 P.M. on the same day.

Sl. No.	Name of work	E.M.D in Rs.	Approximate Value of tender Rs in Lakhs.	Tender schedule available From - To	Contract period
1	2	3	4	5	6
1	Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi city Municipal corporation Limit for the period of Three Months.	21,700.00	21.70	30.06.2022 to 15.07.2022	Three Months

Bidders who have executed similar works of the same or higher magnitude are eligible to tender for this work. Contractors registered in other Departments and undertakings of the State or Central Government who has executed similar works of the same or higher magnitude is also eligible to tender for this work. However, the successful bidder will have to get himself registered in the appropriate class in this Corporation.

1. The bidder should necessarily satisfy the Bid Qualification specified in the Tender document to qualify for the award of the contract.
2. Technical bid evaluation will be done only for those bidders qualifying the Bid Quality Requirements and Financial Bid will be opened only for those bidders who qualify both Technical Bid Criteria and Bid Quality Requirements.
3. Bidding document is available in <http://www.tenders.tn.gov.in> and the bidders can submit the tender by Offline.
4. The bidding documents will be available from 30- 06 -2022. The bidding document may be downloaded from the website <http://tenders.tn.gov.in> the website permits

downloading of the tender documents free of cost. The intending bidder shall log in, into the website **<http://tenders.tn.gov.in>** and download tender documents up to 15.00 hours on 15-07-2022. However, the bidders who have downloaded the tender schedules shall be solely responsible for checking the websites for any Addendum / Amendment issued subsequently to the tender schedules and takes into consideration the same while preparing and submitting the tender. The eligibility criteria and other terms and conditions as per the bid documents will be followed strictly

5. The instructions to the bidders for submission of tender are detailed in the above mentioned websites.
6. A two cover bidding procedure will be followed on the lines of tendering at **15.00 hours** on 15-07-2022. The first cover contains technical bid only and the second cover will consist of financial bid only.

Any clarifications regarding tendering the bidders can contact the following address.

The Commissioner,  
Thoothukudi Corporation  
No.113 Palai Road,  
Thoothukudi.

Telephone : Commissioner Office

Fax : Commissioner Office

E-mail : [commr.Thoothukudi@tn.gov.in](mailto:commr.Thoothukudi@tn.gov.in)

(sd) Commissioner  
Thoothukudi Corporation

## **INSTRUCTIONS TO BIDDERS**

1. No alteration whatever may be made in the text of the tender form; any remarks or explanations should be set out in a covering letter. The form of agreement is bound up with other documents, so that the bidders may know what their liabilities and duties are and the entire tender form should be submitted to the Thoothukudi Corporation when submitting the tender.
2. Bidders must comply with instructions contained in the notice inviting tender. They must also agree to comply with all the conditions and specifications of the contract. Otherwise their tenders are liable for rejection.
3. The rates quoted should be firm and no variation in rates or prices are admissible.
4. The rates should be quoted in Indian Rupees and payment will also be made only in India Rupees.
5. The bidder shall be solely responsible for the payment of the Central or State govt. Taxes and levies etc. and the rates for the various items of work shall remain unaltered by any change that may be made from time to time in the rate at which such taxes and levies are payable.
6. The rates should be quoted both in words as well as in the figures and these should be noted legibly and clearly without any ambiguity. If there is ambiguity between words and figures, the lowest among words and figures will be taken into account. If there is a discrepancy between the amount quoted for an item and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. The Tenders will be bound by the rates quoted for the various items irrespective of any error that may be noticed in the figure under the amount column on account of any wrong calculations. In such cases necessary correction will be made in the Board offices on the basis of the rates quoted while tabulating the rates quoted by the bidders.
7. A certificate of income-tax clearance from the Income Tax authorities as required in Govt. Order No.1867, Finance Budget General, dated 16.8.1949 in the form appended therein will have to be furnished by the successful bidder within 14 days from the date of receipt of communication of the acceptance of his tender and or at the time of execution of agreement whichever is earlier.
8. The Bidders while submitting their Tenders should furnish their Sales Tax registration certificate number, PAN Number and GSTIN Number in a separate letter along with the tender. They must also produce the sale tax clearance certificate from the commercial tax Department of this State before execution of the agreement.
9. The Tenders shall be valid for acceptance for a period of 120 days after the due date for submission of tenders.
10. The attention of the bidder is drawn to the following declaration, which forms part of the letter of tender to be signed by the bidder.

"I / we agree that I / we will not Withdraw the tender during the period that will be required for intimation of acceptance or non-acceptance during such extended period as agreed to by me / us, such period to date from the last date by which Tenders are due to be submitted to the Board and if I / we do so withdraw, I / we shall forfeit the E.M.D to the Corporation.

- (B) Failure to sign the letter of tender will result in the rejection of the tender.
11. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
    - (a) Where there is a discrepancy between the rates in figures and in words, lower of the two will govern; and
    - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
  12. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security shall be forfeited in accordance with SI.No.18.
  13. The Corporation Council / Commissioner reserves to itself the right to reject all or any of the Tender or to accept any tender or part thereof without assigning any reason for so doing.
  14. The acceptance of the tender by the Corporation Council / Commissioner shall be deemed to result in and constitute a valid and concluded contract binding on the bidder notwithstanding the non-execution of the contract agreement.
  15. The Corporation Council / Commissioner will not adjust amounts towards E.M.D., S.D. either from pending bills of the bidder or from the deposits held by the Corporation for other works.
  16. The contractor shall furnish a list of technical staff and skilled personnel proposed to be employed by him with their name, education qualification and experience in years furnished in execution wing. The contractor shall change anybody from this list with person of equal or higher qualification and experience after obtaining specific approval of the Engineer.
  17. The E.M.D. of the unsuccessful bidder will be returned to them as soon as possible after the final disposal of Tenders.
  18. The successful bidder shall pay all stamp charges on the contract.
  19. The Bid Security may be forfeited
    - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
    - (b) If the Bidder does not accept the correction of the Bid price, pursuant to SI.No.10 & 11 of Instruction to bidders; or
    - (c) In the case of a successful Bidder, if the Bidder fails within the specified, time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Performance Security

20. It must be clearly understood that the prices quoted in the tender are to include everything required to be done by the conditions of contract and specifications or by any drawings therein referred to and also all such works as are necessary for therein referred to and also all such works as are necessary for the proper completion of the contract though special mention thereof may have been omitted in the specification or drawings.
21. If the Corporation Council / Commissioner considers that any tender is unworkably low or very exorbitant indicating that bidder has not understood the implications in the contract or is attempting either to frustrate the object of the Corporation or exploit the Corporation, it can debar such bidder permanently or for such period as it may deem fit from entering into any contract with the Corporation.
22. Bidder is referred to the description of work given in the accompanying specifications, which is to be read as part of the schedules. The rates and prices entered in the schedules are to cover all the works and details described in the specification or shown in the drawings and it is to be distinctly understood that no claim will be entertained which is based on that circumstances that works may be described in the specifications to which apparently no corresponding item is given in the schedules.
23. Should the contractor fail to undertake to commence the work within 7 days from the date of handing over the site by the Corporation, the security deposit will be forfeited and the contract is liable to be cancelled or terminated and the Corporation may thereupon at such terms as it may think fit, arrange through any other person or persons to undertake or perform, provide, execute and do all works, materials or matters and things described in the tender schedule at the risk and cost of the contractor.
24. Whenever detailed specifications for various items of work included in this contract are not found in the tender TNDSS which is now revised and called as Tamil Nadu Building practice (TNBP) or the relevant Indian standard specifications or code of practice or the instructions and requirements of the Engineering shall apply in that order.
25. Bidders should give full postal address of their office in their tender. The delivery at the above named place or posting in a post box regularly maintained by the postal department or sending by letter registered for acknowledgement of any notice, letter or other communication to the bidder or contractor shall be deemed sufficient service thereof upon the bidder or contractor in writing. The address may be changed at any time by an instrument executed by the bidder or contractor and delivered to the Executive Engineer of the Corporation.

Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter or communication upon the contractor personally.

## SECTION-I (PART-II)

### CHECK LIST FOR THE GUIDANCE OF THE CONTRACTOR

I		The Tender schedule for the above work consists of 68 pages as detailed below:	
	(i)	Notice Inviting Tender	Page 3 & 4
	(ii)	Instructions to Bidders	Page 5 to 7
	(iii)	Checklist for the guidance of the Contractors	Page 8 & 10
	(iv)	Special instructions to bidders	Page 11 to 13
	(v)	Letter of Tender 2 pages	Page 12 & 13
	(vi)	Agreement	Page 14 & 15
	(vii)	General stipulations and conditions	Page 16 to 64
	(viii)	Bill of Quantities	Page 65-72
II	1	Bidders are requested to sign all pages in the tender schedule, document and must sign letter of tender. Tenders which do not have the Signature of the Bidder in letter of tender will be summarily rejected.	
	2	Bidders are requested to verify the number of pages in the tender schedule, number of items in the work schedule. Any clarification and further information required may be obtained from the Office of the Commissioner, Thoothukudi Corporation on any working day.	
	3	The present tender document contains work schedule only. The bidders are requested to quote the rate for each item of work both in words and figures and fill up the amount column. If there is any discrepancy between works and figures, the lower among the words and figures will be taken into account. If there is a discrepancy between the amount quoted for an item and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.	

4	<p><b><u>Eligibility:</u></b></p> <p>Bidders who have executed similar works or higher magnitude are eligible to tender for this work. Contractors registered in other Departments and undertakings of the State Government who has executed similar works of the same or higher magnitude is also eligible to tender for this work. However, the successful Bidder will have to get himself registered in the appropriate class in this Corporation. As this is not a normal lights maintenance work, but with energy efficient lighting &amp; energy saver equipment's involved project, the memorandum of understanding and Joint Venture will be accepted.</p> <p>The Experience in Operation &amp; Maintenance of Street lights shall have 5 years in local bodies, Govt., Semi Government Departments, and Public Sector Undertaking in any of the past three consecutive Years continuously. The experience shall be validated by Performance Certificate failing which that experience may not be taken into consideration. In case the experience is in Local bodies, the Performance Certificate should be given by an official in that Local body who is at least in the rank of Executive Engineer/Municipal Engineer.</p> <p>Bidder should have minimum annual turnover of <b>Rs.100.00 Lakhs</b> in any one of the last 3 financial years.</p>
7	The contract period is for 3 Months from the date of issue of work order / agreement. However, the performance of the contractor will be reviewed at the end of every month. If the performance is found to be unsatisfactory during this period or in between, the contract will be terminated immediately.
8	EMD in the form of Demand Draft only drawn from Nationalized / Scheduled Bank / TNSC Bank in favour of the Commissioner, Thoothukudi Corporation, should be enclosed in a separate cover super scribed "EMD for Contract No. E3/2338/2022". Tenders not accompanied by a separate cover containing EMD in the specified form will not be opened.
9	<p><b>SECURITY DEPOSIT</b> Security deposit will be collected from the successful Bidder in the following form and manner within 14 days from the date of receipt of work order:</p> <p>a) Form in which S.D. collected, Certified Cheque / Bank Draft in favour of Commissioner, Thoothukudi Corporation payable at Thoothukudi.</p>
b)	Manner in which S.D. collected
i)	for tenders with any plus percentage and upto (-)5% over departmental value – No additional S.D
ii)	For tenders between (-)5% to (-)15% over departmental value – 10% of difference between Contract value.

	ii)	For tenders between (-)15% to (-)30% over departmental value – 50% of difference between departmental and tender value.
	10	The rates, prices and total quoted rates submitted by the bidder shall be basic rates only and the central and state applicable taxes will be followed appropriately.
	11	<p>Tender Validity</p> <p>Tenders shall remain valid for a period of not less than One hundred and twenty days (120 days) after the due date for submission of bids. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.</p>
	12	No cheque will be accepted towards Earnest Money Deposit. Tender not accompanied with the Earnest Money Deposit in accordance with the tender conditions will be summarily rejected.
	13	Tenders with conditions are liable for rejection.
	14	All entries should be made legibly in ink. Writing the rates and amounts first in pencil and later over writing in ink should be avoided and also over writing the corrections.
	15	Correction if any should be made by neatly score out the unwanted matter and rewriting legibly. Every such correction should be attested by the full signature of the bidder.

## **SPECIAL INSTRUCTIONS TO BIDDERS**

The above tender notice is also available on the web site **www.tenders.tn.gov.in**. This site permits downloading of the tender documents at free of cost. The intending bidders may visit the site and download the tender document at free of cost and use it for tender submission.

The following list of items is to be submitted by the bidder within the date & time of submission of bids.

### **1. Earnest Money Deposit**

The E.M.D should be in the form of Demand Draft from any nationalized bank or scheduled banks payable at Thoothukudi in favour of The Commissioner, Thoothukudi Corporation or cash. By remitting the E.M.D by cash should be through Cash Counter, Thoothukudi Corporation. In the case of D.D in original should be received before on the date and time of scrutiny. But if the D.D is received after the prescribed date and time, it has to be rejected.

### **2. Letter of Tender:**

Should be signed the Letter of Tender, along with the relevant documents as one file. The originals for the above (Item No.1&2) should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.

### **3. Schedule of Works / Bill of Quantities:**

The Bidder has to fill only the rates in figures in the columns provided in Bill of Quantities in excel form and uploaded as boq.xls file. The same file may also be converted into pdf and uploaded.

For any other queries, the bidders are asked to contact thro'

Mail: **commr.Thoothukudi@tn.gov.in**  
Phone No.:0461-2326901-903 well in advance

This Department will not be held responsible for any sort of delay or the difficulty faced in the bid submission of tenders by the bidders.

## SECTION-I (PART-III)

### LETTER OF TENDER

To be delivered to the Commissioner, Thoothukudi Corporation at or before 3.00 P.M. on 15.07.2022.

To  
The Commissioner,  
Thoothukudi Corporation,  
Thoothukudi.

Sir,

I/We the undersigned do hereby tender and undertake to perform, provide and execute all the works, materials matters and things described or mentioned in the Schedule (Bill of quantities) hereto annexed and the specifications thereto and drawings therein referred to (which have been produced to and carefully examined by me/us) in strict accordance with and under and subject to the terms, provisions and conditions set forth or mentioned in the said Schedule (Bills of Quantities) specifications and the drawings therein referred to, at the rates given and as stated in the Bills of quantities.

I/We herewith enclose the D.D No..... dated ..... for having remitted Rs..... into the Corporation Cash Section as a guarantee for the due fulfillment of my/our tender, and if successful, undertake and agree to forward to the Thoothukudi Corporation within fourteen days after the notification of the acceptance by the Corporation of this tender has been received by me/us, the sum as demanded in the Form and manner required as security for the due fulfillment of my/our contract.

I/we undertake and agree that I/We will not withdraw this tender during the period that will be required for intimation, acceptance or non/acceptance as stipulated in clause 15 on the Notice Inviting Tender or during such extended period as agreed to by me/us, such period to date from the last date by which tenders are due to be submitted to the Board and if I/We do so withdraw, I/We shall forfeit the Earnest Money Deposit to the Board.

I/We further undertake to produce the Income-tax Clearance Certificate and the certificate and the Sales Tax Verification Certificate from the Commercial Tax Department of this State and agree to execute at my/our cost the agreement attached and to sign the plans therein referred to within 14 days after the notification of the acceptance of my/our tender has been received by me/us. In the event of my/our failing to make the Security Deposit or to execute the agreement in the said manner and sign the plans within the time specified for the purpose, the sum of **Rs.21,700.00** accompanying this tender shall be forfeited to the Thoothukudi Corporation and this concluded contract shall in such case be considered, as having been cancelled or terminated and you may thereupon at such timing or times, in such manner and on such terms as you may think fit, arrange either departmentally or by any other person or persons to carry out the works and provide, execute and do all works, materials, matters and things described or mentioned herein and I/We agree to be liable irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.

I/We undertake to assume full responsibility for the stability and soundness of the Works/structures that will be executed by me/us as per this contract.

I/We also undertake to do all extra or varied works which may be ordered as part of this contract upon the terms provided for in the conditions and specifications.

The tenders shall be valid for a period of 120 days after the due date for submission of bids. In case my/our tender for the work of **"Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi city Municipal Corporation Limit for the period of three Months."** is accepted, I/We agree and guarantee to commence the said works within a period of seven days from the date and complete the entire work within the stipulated period of 60 Months from the date on which the work order received by me/us. I/We also agree that time is the essence of contract. I/We have actually inspected the site of works and have tendered for the works after such inspection.

#### UNDERTAKING

I/We have gone through the copy of standard tender document received from the Office of the Commissioner, Thoothukudi Corporation and abide by the same for this contract also.

As witness my/our hand this .....day of ..... 2022.

Signature .....

Name and address:

**SECTION – I**  
**PART – IV**  
**THOOTHUKUDI CORPORATION**  
**AGREEMENT**

ARTICLE OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 between \_\_\_\_\_ (Herein after referred to as the contractor) on the one part and the Commissioner, Thoothukudi Corporation (here in after called the Corporation) on the other part.

Whereas the contractor delivered to the THOOTHUKUDI Corporation the tender attached dated \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and eighteen hereby the contractor offered and under took to carry out the works specified under this contract and accessory work in the **"Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi city Municipal corporation Limit for the period of three months."** in the state of Tamil Nadu in India, and provide the works, materials, matter and things described or mentioned in these presents at the prices set forth in the schedule annexed to such tender and might be ordered as part of the contract on the terms provided for in the conditions and specifications here to annexed and the Thoothukudi Corporation accepted such tender in pursuance whereof the parties hereto have entered in this contract.

And whereas the contractor in accordance with the terms of the said tender has deposited in the office of the Commissioner, Thoothukudi Corporation as security for the due and faithful performance by the contractor of this contract, the sum of Rs. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW THESE PRESENTS WITNESS THAT for the consideration hereinafter mentioned, the contractor covenants and agrees with the Thoothukudi Corporation and their successors in manner following that is to say; that the contractor shall and will with in time specified in his letter of tender thoroughly and efficiently and in a good works, materials, matters or things incidental to or necessary for the entire completion of the works specified under this contract referred to or described or set forth in the said specifications and schedule hereto annexed and in accordance with such -further instructions as the Executive Engineer of the Corporation or other Executive Engineer duly authorized in that behalf (herein after and in the annexed documents referred to as the Engineer) shall at any time in accordance with the said schedule ( bills of quantities) and specifications provided and give together with any alterations in the works or additions thereto, in the time and manner in such schedule (bills of quantities) and specifications stipulated to the entire satisfaction of the Executive Engineer and the Corporation Council for themselves and their successors covenant and agree with the contractor that during the progress of the works and on the completion of the contract to the satisfaction of the Executive Engineer and the Corporation Council shall and will from time to time on receiving the certificates in writing of the Executive Engineer pay to the contractor according to such certificates and the terms of this contract the price of sum mentioned in such certificates as due to the contractor under the terms of this contract subject nevertheless to deductions or additions thereto or there from which may be lawfully made under terms of this contract.

It is HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

(a) All certificates or notices or orders for time or for extra varied or altered works which are to be the subject of an extra or varied charge shall be in writing whether so described in the contract or not and unless in writing shall not be valid or binding or be of any effect whatsoever.

(b) The term contract shall include the following documents and construed on part of the agreement in the hierarchy.

- (i) Agreement
- (ii) Letter of Acceptance
- (iii) Notice to proceed with the works
- (iv) Letter of Tender
- (v) Conditions of contract (inclusive special conditions of Labour)
- (vi) Bill of Quantities/Price Schedule and
- (vii) Any other document and correspondences made
- (viii) Safety and preventive measures and Digest of Labour Laws

IN WITNESS WHEREOF THE contractor \_\_\_\_\_ and the Commissioner on behalf of the Thoothukudi Corporation have caused their common seal to be affixed on the day and year first above written;

Signed, Sealed and delivered  
By the said contractor in the presence of;

Signature of contractor

Name and Seal

Signature, name and designation of witnesses:

In witness whereof I hereunto affix my signature.

Commissioner  
Thoothukudi Corporation,

**SECTION II**

**TECHINICAL BID**

**(Prequalification Details)**

### PARTICULARS TO BE FURNISHED BY THE BIDDER

1	Name of the Bidder and Address	
2	Telephone No	
3	E mail address	
4	Details about EMD enclosed for this Tender and: its validity	
5	Registered class of the bidder with monetary limit and department in which Registered, Certified copy of the registration should be attached. Registration Live Certificate should be produced for the current year.	
6	Recent works executed (Details about name and place of work value of work etc., should be furnished)	
7	Works under execution (Details about name and place of work value of the work etc., should be furnished)	
8	Command of Labour in brief	
9	Turnover previous years (particulars for a period of three consecutive years to be furnished)	
10	Whether income tax clearance certificate (Saral: form) is enclosed, if not when it was produced? (the particulars regarding the previous occasion on which this certificate was produced may be furnished)	
11	i. GST Registration No with copy	
	ii. Whether Sales Tax clearance certificate is enclosed? if no, when it will be produced?	
12	In case of Registered Cooperative societies, they Should furnish name of the nominee with their Credential details at the time of tender itself. They should also certify that the nominee of the Society is not registered contractor in the department	
13	Pre – Qualification Details	
	Previous experience in this field	
	No of Lights maintained	
	Manufacturer / Authorized dealer / distributor (if so give details)	
	No of 'B' certificate holders available with the bidder	

**Staff to be employed**

Sl. No	Description of Post	Number & Name of person & persons to be employed	Educational & technical Qualifications

**Tools and Plants**

Sl. No	Vehicles for Transport	Type	Registration No

Total No of Vehicles;

Yearly turn over: Rs.                      In Lakh

Copies of following documents have to be placed in cover 'A' technical bid along with tender EMD supporting the tenderers qualification claim & evaluation.

- (i) Certificate for O & M of street lights.
- (ii) Copies of RC book or lease agreements for vehicles to be used and other equipment owned / hired by bidder required for fulfillment of contract.
- (iii) Tenderers past performance certificate from Local body, Govt, Semi-Govt organizations. Performance Certificate should be issued by the Commissioner of Thoothukudi Corporation or Executive head of Govt / semi Govt. Departments / private sector having govt. sector project.
- (iv) Copies of insurance policy for the workers involved.
- (v) Copies of 'C' & 'B' license for employees involved.
- (vi) Copies of documents indicating annual turnover in past 5 years with audited statement of Accounts.
- (vii) Sales Tax certificate / GST Registration Certificate.
- (viii) Copies of original document regarding the constitution or legal status of the bidder. Place of Registration, whole sale dealer/ distributor certificate.

## **Declaration**

I solemnly declare that if I am / my Agency is awarded the contract of Operation & Maintenance of Street Lights in Thoothukudi Corporation.

I will organize and arrange to supervise the work every day. In the event of my employee's absence in the field without permission or valid reason, the contract is liable for termination.

I will not sublet the contract partially or fully. If it is found that I have sublet the contract to any other person / agency. Contract may be made liable for termination.

I will engage a vehicle mounted lift ladder, which is less than 10 years old from the date of registration. In the event of my failure to fulfill any of the conditions under my contract may be liable for termination.

I have read and understood in full all the above stated points in the application and also the items/ conditions mentioned in the tender documents. I furnish declare that the information and particulars furnished by me are true and correct to the best of my knowledge and belief, and I shall be liable for suitable action as decided by the employer for any false information.

Signature of the applicant/ Authorized Signatory

## **ANNEXURE I**

**Performance of the Bidder showing Value of work done in the last Three years**

**- To be separately filled and submitted**

<b>Year</b>	<b>Value of work done (Rs. in lakhs)</b>

## ANNEXURE II

**Experience in works of similar Nature and Magnitude in the previous  
3 financial years - To be separately filled and submitted**

Sl. No.	Contract No. and Name of the Project	Description of the work	Name of the employer with full address	Value of the Contract (Rs. in lakhs)	Date of Issue of work order and stipulated period of completion	Actual date of completi on	Adverse remarks if any

NOTE: TO BE SUPPORTED WITH PERFORMANCE CERTIFICATE FROM EMPLOYER. IF THE EMPLOYER IS A LOCAL BODY, THEN THE PERFORMANCE CERTIFICATE IS TO BE GIVEN BY OFFICER ATLEAST OF THE RANK OF ASSISTANT EXECUTIVE ENGINEER.

### ANNEXURE III

#### List of Equipment available with Bidder - To be separately filled and submitted

Sl. No.	Equipment Name	Requirement for the project		Availability Status			Remarks
		Nos.	Capacity	Owned/ leased/ to be procured	Nos. and capacity	Age/condition	

#### ANNEXURE IV

**Qualification /Experience of key personnel proposed for technical and administrative functions under this contract – To be separately filled and submitted**

Sl. No.	Name of the person	Position for which proposed	Qualification	Total years of experience	Years of experience in the proposed position	Remarks

## ANNEXURE V

### Details of Litigation – To be separately filled and submitted

Sl. No.	Name of the Govt. Dept. / Private Organization (Other party)	Cause of the litigation	Amount involved (Rs. in lakhs)	Award for (or) against bidder	Remarks/ present stage

**SECTION – 3**

**CONDITIONS OF CONTRACT**

**THOOTHUKUDI CORPORATION  
SCOPE OF WORK**

**1. INTRODUCTION**

The city of Thoothukudi is spread in an area about 90.66 sq.km with a population of about 376439 according to Census 2011. The total number of Street lights in 60 Wards of the Thoothukudi Corporation City area is as follows: -

Sl. No	Description of lights	No. of Lights
1	20W LED Lights	6961
2	25W LED Lights	113
3	40W LED Lights	6744
4	60W LED Lights	37
5	90W LED Lights	1588
6	100W LED Lights	129
7	120 LED Lights	1661
8	150W LED Lights	37
9	150W LED Lights (High Mast & Mini Mast)	83
10	200W LED Lights (High Mast)	84
11	300W LED Lights (High Mast)	93
12	72W Solar LED Lights	3
	<b>Total</b>	<b>17533</b>

## **2. GEOGRAPHICAL AREA OF THE PROJECT**

The Project area covers the Thoothukudi Corporation city completely with the totally 60 Wards.

## **3. FACILITIES TO BE PROVIDED TO THE BIDDER:**

The entrepreneur shall be provided all data and technical information regarding the existing street lighting system in the Corporation.

## **4. MAIN OBJECTIVES OF TENDER**

- Improve the Operation and Maintenance of Street lights for saving energy consumption charges.
- To keep all street lights in burning condition throughout the Year.

## **5. EXPECTATIONS FROM ENTREPRENUER:**

- The entrepreneur is expected to abide by the rules and regulations for street lighting, labor law or any other relevant law of central/state/Government /TNEB as may be applicable during the project duration and for safety of human life.
- The entrepreneur shall have to comply with the existing as well as future rules and regulations issued for effective street lighting system.
- The entrepreneur is required to operate and maintain all the existing various capacity of LED street lights, existing UG cables, existing RF Gateway based street light Controller switch boxes through CCMS with fuse/MCB's and existing poles so that there is 100% burning of lights.
- The entrepreneur is required to do the survey of existing lights, number the poles and Service connections accordingly.

## **6. DISPUTES**

In case of any dispute regarding the agreement and program, the decision of the Commissioner, Thoothukudi Corporation will be final. However, if the firm service provider is not satisfied, it may opt for adjudication. Both the parties on mutual consent will appoint the adjudicator and his decision shall be binding on both.

## **7. SCOPE OF WORK**

- a) The successful entrepreneur is to conduct a Survey to find out existing lights, mark the poles and service connections.
- b) **The entrepreneur is required to operate and maintain all the existing various capacity of LED street lights, existing UG cables and existing poles so that there is Minimum 98% burning of lights for all the days in a contract period in burning condition, duly by following regular routine maintenance, breakdown maintenance and preventive maintenance aspects including repairs & replacement works, for all parts &**

**accessories etc. complete for one part of 8% of quantity, and the other major part of 92% of quantity in the bid documents as detailed using without spare parts involving by the entrepreneur (ie) labour only for the works in the field to removing the defects fittings and refixing the LED fittings after rectification done by the supplier who is originally already supply and installed agency.**

- c) All materials used in the Operation and Maintenance of Street lights including the lamps, fittings, chokes (Electronic drivers), SPD's, capacitors, ballasts, UG cables, wire cables etc. should be ISI/ISO certified
- d) In O&M of street lights, all the new materials used to replace the existing spares materials shall be of the same rating only,
- e) The Firm should replace all defective Switch Boxes with Fuse so that the boxes are safe to operate if necessary.
- f) The Firm is to supply and Lay the U.G cables as required by the Thoothukudi Corporation. All materials that are supplied should be ISO/ISI certified.
- g) The entrepreneur has to maintain a Control room, help lines and an office for this purpose.
- h) If the poles are damaged due to heavy rains, accidents, riots, etc., the same will be replaced by the Corporation / TNEB.
- i) The firm has to maintain the underground cable/ feeder pillar in case of divider poles.
- j) Firm has to carry out the work without causing inconvenience to the public.
- k) The firm has to return any material owned by the Corporation that is removed during the Contract as required.
- l) The Firm shall, furnish to Thoothukudi Corporation a statement containing the list of complaints, along with a short description of the nature and cause of each complaint recorded by the public, Thoothukudi Corporation Inspectors and all other complaints recorded at the Complaint Desk of the Contractor and the action taken by the Contractor to rectify each complaint along with the bill.

## **8. Evaluation of technical tender through a system of award of marks**

### **8.1 Following criterion for evaluation will be adopted**

Criteria of past performance in executing similar contract, capability of bidder with regard to personnel, equipment and accessories and financial capability will be adopted to evaluate tenders satisfying above minimum qualification. Evaluation will be conducted by Tender Scrutiny Committee hereafter referred as TSC. Following Criteria of award of marks shall be adopted.

<b>Qualification</b>	<b>Evaluation Criteria</b>	<b>Maximum Marks</b>
<b>EXPERIENCE</b> The Experience in Operation & Maintenance of Street lights for minimum 5 years in local bodies, Govt., Semi Government Departments or Public Sector Undertaking in any three consecutive Years continuously - Work Order with Nos. to be attached.	O&M of Street light, i) Up to 7000 lights - 2 marks ii) 7001-15000 lights - 4 marks iii) Above 15000 lights - 5 marks	5
The firm / bidder should possess the ESA / ESB Contractor license from Tamil Nadu Electrical Licensing Board	Valid Certificates to be enclosed	2
<b>PERFORMANCE</b>	Performance Certificate for experience in O&M of Street Lights	4
<b>FINANCE</b> Minimum turnover should be equivalent to <b>Rs.100.00 Lakh</b> in any one of the last 3 financial years	Auditor Certified Balance Sheet of the last 3 years to be enclosed.	5
<b>VEHICLE</b> for O&M of Street lights Either owned or leased	( Copies of valid RC Books or leased agreement to be enclosed with tender Cover A )	2
<b>INSURANCE</b> to Employees Valid insurance policy of employees should be enclosed while submitting the tender	Up to 25 persons -2 mark 25 persons & above -4 marks	4
<b>Technical Personnel</b> (Copies of C license & B License to be enclosed with tender cover A)	a) Lighting Superintendent (Diploma) – 1 for every 5000 lights b) ITI Wiremen – 1 for every 1800 lights c) Helper (ITI) or Experience (1year) – 1 for every 1800 lights	3
	<b>Total Marks</b>	<b>25</b>

## 8.2 Deciding and Award of Contract

The bidders whose technical bid score a minimum of 75% (Scores converted into percentage) marks will qualify for opening of Price Bid (Cover B).

The Employer shall notify those tenderers whose proposals did not meet the minimum qualifying mark or were considered non responsive to the Letter of Invitation and Terms of Reference, indicating that their price bids will be returned unopened after

completing the selection process. The employer shall simultaneously notify the tenderers who have secured the minimum qualifying mark, indicating the date and time set for opening of price bid. The intimation will be sent by registered letter / courier.

### **8.3. REJECTION OF BIDS:**

The bids may not be accepted, if the entrepreneur: -

- a) Offers conditional bids.
- b) Submits incomplete tender.
- c) Does not enclose earnest money deposit DD/Bankers/Cheque along with the tender document.
- d) Does not submit the tender on or before the stipulated date and time to the designed tendering authority.
- e) Does not submit the tender in prescribed format of general information and key information.
- f) Does not enclose supporting documents / attachments required for verification.
- g) Does not submit duly signed documents / attachments.
- h) Does not submit Undertaking & Affidavit in prescribed format on appropriate stamp papers.

### **8.4. ONE BID PER BIDDER**

The firms with common proprietor / partner / connected with one another financially or as principal and agent or as master and servant or with proprietor / partner closely related to each other such as husband / wife, father / mother, son/ daughter, brother / sister shall not submit separate tenders under different names for the same bid. All such tenders / bids shall stand cancelled and any earnest money, there of shall be forfeited.

## **8.5. APPROVALS AND NOCS BY BIDDER**

Necessary approvals or NOC's if required for execution of the project, from Govt. /TNEB or any other organization will be the responsibility of the promoter / firm/contracting agency. However, any assistance/help, if required may be provided by Thoothukudi Corporation Council.

## **8.6. BILLING AND PAYMENT**

### **8.6.1. Payment towards Operation and Maintenance of Street Lights**

Thoothukudi Corporation shall make arrangements at the designated/ distribution area or any other notified area to verify the repair & replacement work done by the personnel of the contractor as described in its Proposal/Plan of action, and to deliver a verification report on each incident of work. The report shall be issued in printed form and signed by an authorized representative of Thoothukudi Corporation. It shall identify the exact location of the pole number and indicate the exact nature of repair and replacement, the date and time of service. One copy shall be retained by Thoothukudi Corporation.

**8.6.2** The reimbursement claimed by the Contractor from the first day of effective start of operations, shall be calculated at the rates agreed on the finalization of contract.

Thoothukudi Corporation shall, within 15 days of receiving the Invoice, pay the amount due to the Contractor as per the invoice, after deducting the Penalties as per clause 12 in General Conditions of Contract – O&M of Street lighting.

### **8.7. Letter of Credit**

- I. Thoothukudi Corporation shall provide an irrevocable stand by Letter of Credit as per rules in force and RBI guideline, issued in favor of the Firm by a bank or banks reasonably acceptable to the Contractor. The first LOC shall however be provided by Thoothukudi Corporation only on start of operations. Thoothukudi Corporation shall no later than twenty days prior to the date upon which any letter of credit provided the pursuant to this clause is expressed to expire provide the Firm with an irrevocable letter of credit issued in favor of the Firm by a bank or banks in India reasonably acceptable to the Contractor, on the basis that
- II. The Contractor may draw upon the Thoothukudi Corporation Letters of Credit for payment of a monthly Invoice by presenting to this issuing bank a copy of the unpaid Invoice by presenting to this issuing bank a copy of the unpaid Invoice that has been delivered by the Contractor to the Thoothukudi Corporation in accordance with this contract; and
- III. The value of a Thoothukudi Corporation letter of credit shall be equal to 110% (one hundred and ten percent) of one succeeding monthly payment calculated for the purpose of the value of the letter of credit as follows Calculated Monthly Payment based on the rates accepted by the Thoothukudi Corporation x 110%.

- IV. The Thoothukudi Corporation Letter of Credit shall be fully revolving so that it will be automatically renewed for its full value upon each call made on the Letter of Credit.

#### **8.8 Payment towards Supply of new lights and fittings**

The payment against the inspected goods shall be payable to the Firm within 30 days from the date of receipt of Goods in the concerned Stores of the Corporation.

#### **8.9 DULY FILLED BID WITH SUPPORTING DOCUMENTS**

The entrepreneur should completely study the document and duly fill the formats along with all necessary attachments. It is clarified that no second opportunity shall be given to the bidder for submitting any left out information and no consideration shall be entertained in case incomplete information or documents are submitted by the bidder. The decision on the bid shall be taken on the basis of information enclosed with the original document only.

#### **8.10 AUTHORITY OF ISSUANCE OF AMENDMENT**

At any time prior to the deadline for submission of bids, the Thoothukudi Corporation may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendment.

#### **8.11 BID EXTENSION**

The Thoothukudi Corporation may at its discretion extend the deadline for the submission of bids.

#### **8.12 LATE BID**

Any bid received after the deadline for submission of bids will not be accepted. In the event of the specified date for the submission of tender being declared holiday for the employer, the tender will be received on the same time and venue, next working day, in which case all rights and obligations of the employer and the bidder is subject to the original deadline will then be subject to the new deadline.

#### **8.13 PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to the bidders until the award to the successful bidder has been announced. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of the bidder's bid.

#### **8.14 STEPS FOR FINALIZATION OF THE ENTREPRENEUR TWO ENVELOPE SYSTEMS**

Tenders should be submitted through e-tendering only.

- I. A two stage bidding procedure will be followed. Cover-1 shall contain the scanned copy of the EMD; digitally signed pre-qualification tender and digitally signed Tender Document.
- II. The cover-2 shall contain only the financial bid, i.e. the filled BOQ in excel format. The Technical bid shall be opened in the first stage in the presence of the bidder (or) their authorized representative followed by presentation if require from each bidder.

**The technical bid and EMD shall be in one cover with the name of work and the name and address of the bidder.**

#### **8.15 PREBID MEETING - Deleted**

#### **8.16. OPENING OF FINANCIAL BID**

The financial bid of the short-listed entrepreneurs will be opened on a date, which will be notified to each successful bidder through a separate letter. Only those tenders who satisfy all the Pre-qualification conditions of the technical bid criteria will qualify for the opening of the Financial Bid.

#### **8.17 SELECTION IN TIE SITUATION**

In case of tie situation in Financial Bid, higher marks obtained in Technical Bid shall be considered for final selection of the entrepreneur.

#### **8.18. REVIEW OF FINANCIAL BID**

Review of financial bid shall take place by Tender Scrutiny Committee and if needed, negotiations can also be held as per the rules.

#### **8.19. ACCEPTANCE OF TENDER**

Acceptance of Tender shall be done by competent authority on recommendation of the empowered committee. The decision to reject any or all tenders received without assigning any reason whatsoever may be taken by the competent authority.

## **8.20. LETTER OF ACCEPTANCE AND SIGNING OF AGREEMENT**

Issue of Letter of Acceptance (LOA) and signing of the agreement shall take place with the successful bidder after deposition of the Security deposit / Performance Security and fulfilling other formalities.

## **8.21. RESCIND OR CANCELLATION OF BID ON BREACH OF CONTRACT**

Govt. of Tamil Nadu / Thoothukudi Corporation has full right to rescind / cancel the qualifying bidder in between, if found adverse in respect of authenticity of information supplied by the firm OR false affidavit or undertaking supplied by the firm which shall be deemed as breach of contract by the entrepreneur.

## **8.22. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT (PERFORMANCE GUARANTEE)**

The details of EMD and Security Deposit are as follows: -

<b>Sl. No</b>	<b>Type of Security</b>	<b>Stipulated Period</b>	<b>Necessities</b>
1	EMD of 1% of the Estimate cost by Demand Draft in favor of Commissioner, Thoothukudi Corporation, payable at Thoothukudi to be enclosed in Technical Bid cover.	Along with the Tender Document	For selection of suitable Bidders
2	Performance Guarantee in the form of Bank Guarantee/ Demand Draft in the favor of Thoothukudi Corporation Commissioner for an amount of 5% of the Contract value of the Operation and Maintenance of Street Lights, since the bank within the state of Tamil Nadu only.	Before signing the Agreement	For ensuring specified work in specified duration

## **9.0 PROJECT ASSETS**

### **9.1 Ownership of Project Assets**

- I. The Contractor shall procure and own certain assets required for the work including vehicles and other movable property and any fixed assets that in the view of the contractor are needed for the work, to be located in the Service workshops, on land owned by Thoothukudi Corporation for the purpose for which they were meant arising out of this contract.

- II. Thoothukudi Corporation will provide the Contractor rent free rights to enter, improve, use and enjoy the streetlight poles, land earmarked workshops, etc., only for the purpose of the work arising out of this Contract, which rights shall remain valid and subsisting until the termination or expiry of this contract. The contractor shall not sublet the premises or carry out jobs other than those arising out of this contract.

## **9.2 ACCESS TO WORKSHOPS**

Vehicles and other movable property owned by the Contractor may enter into or be stored on or in the designated area provided. The Contractor shall remove such property there from reasonably, promptly, after termination or expiration of this contract. Thoothukudi Corporation agrees to provide continued access and rights to the contractor for contractor vehicles and property located at designated area, for a reasonable period after termination or expiration of this contract to ensure that the contractor may implement an orderly transition of his business. The reasonable transition period shall be decided by the Commissioner, Thoothukudi Corporation.

## **10. Clarification of tender by the Corporation**

- a) To assist in the examination, evaluation, and comparison of tender, the Thoothukudi Corporation's authorized person may ask any bidder for clarification of his tender, including breakdowns of unit rates. However, no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correctness of arithmetic errors or unreason ability of rates or unbalanced items of work or rates, discovered by the Corporation in the evaluation of the tender.
- b) Subject to sub-clause 12.1 no bidder shall contact the Thoothukudi Corporation's authorized person on any matter relating to his tender from the time of tender opening to the time the contract is awarded. If the bidder wishes to give any information to the notice of the Corporation, he should do so in writing.
- c) Any effort by the bidder to influence the Thoothukudi Corporation's authorized person during tender evaluation or contract award decisions may result in the rejection of the bidder.
- d) Tender determined to be substantially responsive will be checked by the Thoothukudi Corporation's authorized person, for any arithmetic errors. Errors will be corrected by the employer as follows:

- e) In case of discrepancy between prices quoted in 'words' and in 'figures' lowest of the two shall be considered.
- f) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- g) The amount stated in the tender will be adjusted by the Corporation in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, his tender will be rejected and his EMD forfeited.
- h) The Corporation reserves the right to accept any variation, deviation, or alternative offer. Other factors which are in excess of the requirement of the tendering documents or otherwise shall not be taken into account in tender evaluation.

#### **11. Contract Period**

The Contract Period of shall be a period of Three Months from the Start Date or the period up to the date of completion of energy saving project (LED Conversion), whichever is earlier subject to the clause that the first six months of the contract period will be reckoned as observation period.

The contractor shall be required to the complete & satisfactory fulfillment of the total requirements and all specifications as furnished in the detailed action plan within this observation period.

#### **12. Exclusivity of Contract**

During the Contract Period the Contractor shall be the sole and exclusive agency nominated by Thoothukudi Corporation for the Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi Corporation Limit for the period of Three Months.

#### **13. End of Contract Period**

- I. Unless contrary laws would be applicable in the State of Tamil Nadu at the end of the Contract Period or upon the termination of the Contract, Thoothukudi Corporation shall not be responsible for employment of the personnel employed by the Contractor for the work.

- II. All contracts entered into by the Contractor and then subsisting shall be determined and Thoothukudi Corporation shall not be liable for any costs including, but not limited to termination costs, arising thereby Thoothukudi Corporation shall be indemnified and deemed harmless by the Contractor in respect of the same.

**14. Extension of Contract Period**

The Contract may be renewed or extended for a further period, on terms and conditions to be mutually agreed between Thoothukudi Corporation and the Contractor. Negotiations for renewal of the Contract shall commence one month before the expiry of the Contract Period.

**15. Variations to the Plan of action**

- a. The Contractor shall conduct his activities according to the Initial Plan of Action that will be attached to the Contract and the Hand over Process
- b. In case the Contractor desires to make any deviations to the Initial Plan of Action the same may be permitted, with the written consent of the Thoothukudi Corporation.
- c. Any deviations to the Initial Plan of Action as approved by Thoothukudi Corporation shall not result in any increase in reimbursement agreed between the contractor and circumstances enumerated in this section.
- d. The Contractor shall inform Thoothukudi Corporation in writing the identities of such personnel and registration number of such vehicles (including their capacity) which shall be provided access to the designated distribution area, lighting zone, transformer stations, store yard area, etc., wherever there is a change.
- e. Thoothukudi Corporation shall inform the Contractor at least 24 hours in advance in case of any restriction/ obstruction to the access to or from localities within the designated area. In case where there is a restriction to access in the designated/distribution area that was not permanent or not intimated to the contractors at the time the bid was submitted and is not attributable to the contractor, the Thoothukudi Corporation shall make all attempts to remove such obstructions at the earliest.
- f. If however such restriction/ obstruction persist for a period of more than 15 days, the Thoothukudi Corporation shall look into the suitably substantiated

claims, for additional compensation if any, submitted by the contractor for the alternate operation and maintenance of Street Lights/evacuation plan adopted by the contractor in the affected area. The claims which are not suitably settled by Thoothukudi Corporation within 30 days period can be referred by the contractor to the expert or to arbitration. However permanent changes to access brought about by private parties exercising their legitimate property rights shall not place any fresh obligation on Thoothukudi Corporation.

## **17. Service quality and penalties for defaults in service delivery**

### **17.1. Thoothukudi Corporation inspections**

- I. The contractor shall provide the contract performance evaluation monitoring formats & MIS reports in the format given under the Forms of Format. Session works to the Commissioner, Thoothukudi Corporation or to any other person nominated by him. Thoothukudi Corporation shall conduct random inspections of the designated area. The identities of the inspectors appointed by Thoothukudi Corporation for conducting such inspections shall be informed to the Contractor.

#### **II. Management meetings**

The Commissioner, Thoothukudi Corporation shall conduct monthly management meetings to assess the performance levels and adherence and enforcement levels of contract conditions and the contractor or his authorized representatives shall attend such meetings without fail. Subjects of enforcement of contract provisions and issues arising out to the practical problems shall be discussed at the meetings. Minutes of such management meetings shall be recorded by the Commissioner, Thoothukudi Corporation and a copy of the same shall be communicated to the contractor. Complaints, and performance deficiencies if any, shall be recorded by the Thoothukudi Corporation inspectors or public in the complaint book at the Complaint Desk of the Contractor and the complaint book shall be made accessible to them.

### **17.2. Resolution of Complaints**

- I. If a complaint arises from the Contractor's breach of his service obligations, the Contractor shall cure such breach within 48 (Forty-Eight) hours of its receipt of details regarding such complaint.
- II. If a complaint arises from the Contractor's failure to perform his service obligations for reasons beyond its control, the Contractor shall perform such

services as soon as reasonably practicable

- III. If a complaint arises despite the Contractor's performance of his service obligations the Contractor and Thoothukudi Corporation shall resolve problems through discussions.

## **18. Force Majeure**

### **18.1. Definition of Force Majeure**

**18.1.1.** Force Majeure shall mean any event or circumstance or combination of events or circumstances of its obligations in accordance with the terms of this Contract, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a) the effects of any natural element, including but not limited to any rain storm leading to flooding of the Designated area, lightning, earthquake, cyclone or other natural disaster;
- b) fire or explosion, each case not being due to (A) inherent defects of the equipment used for the work (B) the failure to execute the work in accordance with prudent business practices of (C) circumstances within the reasonable control of the affected Party's contractors;
- c) Act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d) Strikes, work to rule actions, go slows or similar labor difficulties in the industry or in and around Thoothukudi Corporation as whole and not specific to the work which restrict the Contractor from performing his duties
- e) Any Governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorization, including Governmental Authorizations, provided that such adverse governmental action or inaction did not result from the Contractor's

non compliance with any applicable law or any condition to the granting or maintenance of any such permit, license, approval or authorization that was in effect on the date of signing this contract;

## **18.2. Exclusions from Force Majeure**

**18.2.1.** Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure;

- a) Unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts or consumables for the work;
- b) A delay in the performance of any contractor or supplier
- c) Non-performance resulting from normal wear and tear typically experienced in a work of this kind; and
- d) Non-performance caused by, or connected with, the non-performing Party's (i) negligent or intentional acts, errors or omissions, (ii) failure to comply with any of the Laws of India, or (iii) breach of, or default under this contract.

## **19. Notification Obligations**

**19.1.** The Party claiming Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstances and as soon as reasonably practicable shall submit to the other Party information supporting the claim for relief under this Article.

The Party claiming Force Majeure shall give notice to the other Party of (i) the cessation of the relevant event or circumstance of Force Majeure and (ii) the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Contract as soon as practicable after becoming aware of such cessation.

## **20. Consequences of Force Majeure**

**20.1.1.** Neither Party shall be responsible or liable for or deemed in breach because of any failure or delay in complying with its obligations under or pursuant to this Contract due solely to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this Clause to the extent that such failure or delay would have nevertheless been experienced by that Part had such Force Majeure not occurred.

**20.1.2.** Except as otherwise provided in this Article, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or failure or perform would have occurred, irrespective of the Force Majeure event or circumstance.

## **21. Duty to Mitigate**

**21.1.** Each Party shall use reasonable efforts to mitigate the effects of any event or Circumstance of Force Majeure and to co-operate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The Party affected by the event of Force Majeure shall make its best efforts to resume normal performance of its obligations under the Contract as soon as possible.

## **22. Change in law**

**22.1.** If as a result of change in Law, the Contractor suffers a reduction in net after tax return the aggregate financial effect of which exceeds 2.5% of his projected profits, in any Accounting Year, the Contractor may notify Thoothukudi Corporation and propose amendments to this Contract so as to put the Contractor in the same financial position in terms of net after tax return as it would have occupied had there been no such change in Law.

**22.2.** Upon notification by the Contractor as aforesaid, the Parties shall meet as soon as reasonably practicable as but not later than 30 (thirty) days and agree on amendments to the rates to implement the foregoing.

**22.3.** Provided that if no contract is reached as aforesaid by the Parties within 60

(sixty) days of the meeting pursuant to this Clause the Contractor may by notice in writing require Thoothukudi Corporation to pay in an amount that would put the Contractor in the same financial position it would have occupied had there been no such change in Law resulting in reduction in net after tax return as aforesaid.

**22.4.** If Thoothukudi Corporation or the Contractor shall dispute the quantum of such compensation claims of the contractor or Thoothukudi Corporation, the same shall be finally settled in accordance with the Dispute Resolution Procedure.

## **23. Events of default and termination**

### **23.1. Events of default**

**23.1.1.** Save as otherwise provided in this Contract, the Contractor shall be in a default of his obligations when:

- (a) the contractor does not satisfactorily complete the probation period of first six months in the One year contract period.
- (b) in case any license or consent required by the Contractor to perform its obligations under the Contract is revoked or is not renewed;
- (c) in case the Contractor abandons the work or repudiates the Contract;
- (d) in case the Contractor commits any other breach of the Contract and, where the breach is capable of being remedied, it has not been remedied within 10 (ten) days after Thoothukudi Corporation notified to the Contractor in writing of the nature of the breach and required it to be remedied.
- (e) The contractor does not sublet the Contract. In case of the Contractor sublets the whole (or) any part of the work, the contract is liable for termination.

**23.1.2.** Save as otherwise provided in this Contract, Thoothukudi Corporation shall be in default of its obligations when:

- (a) in case Thoothukudi Corporation commits any breach of the Contract other than the breach of its payment obligations and where the breach is capable of being remedied, it has not been remedied within 10 (ten) days after the Contractor notified to the Thoothukudi Corporation in writing of the nature of the breach and required it to be remedied;
- (b) in case Thoothukudi Corporation fails to make payment to the Contractor within 60 days of receipt of the relevant Invoice.
- (c) In case a Letter of Credit is not in effect at any time as required under this Contract.

## **23.2. Notice of default**

**23.2.1.** Upon the occurrence of a Contractor Event of Default or a Thoothukudi Corporation Event of Default, as the case may be, Thoothukudi Corporation or the Contractor, shall deliver a notice to the other Party ("Notice of specifying in reasonable details the Contractor Event of Default or the Thoothukudi Corporation Event of Default", as the case may be,) giving rise to the Notice of Default. The Contractor shall send to employer a copy of any Notice of Default in case of a Thoothukudi Corporation Event of Default.

**23.2.2.** In the event of receipt by either Party of Notice of Default, such Party shall within 5 (five) Days state in writing to the other Party its position as to the alleged Event of Default and what action it plans (including the timing thereof), if any, to remedy such default.

**23.2.3.** 15 (fifteen) days after delivery of the Notice of Default by the Contractor for any Thoothukudi Corporation Event of Default and unless Thoothukudi Corporation Event of Default giving rise to the Notice of Default shall have been remedied, the Contractor may at any time terminate the Contract by issuing a termination notice to Thoothukudi Corporation ("Contractor Notice of Termination". The Contractor shall send to employer a copy of any Contractor Notice of Termination.

**23.2.4.** 15 (fifteen) days after delivery of the Notice of Default by Thoothukudi Corporation for any Contractor Event of Default and unless the Contractor Event of Default giving rise to the Notice of Default shall have been remedied, Thoothukudi Corporation may at any time terminate the Contract by issuing a termination notice to the Contractor (a Thoothukudi Corporation Notice of Termination").

## **23.3. Consequences of Default**

**23.3.1.** In the event the Contractor gives a Contractor Notice of Termination to Thoothukudi Corporation, then the Performance Guarantee given by the Contractor shall be released and Thoothukudi Corporation shall make the payment for reimbursement of expenditure on operation and maintenance of Street Lights due to the Contractor, as on the date of notice of termination.

**23.3.2.** In the event Thoothukudi Corporation gives the Contractor a Notice of Termination, then unless the Parties otherwise agree in writing, the Contractor shall not be compensated in any manner whatsoever and Performance Guarantee shall be liable to the forfeited and encased by Thoothukudi Corporation. Thoothukudi Corporation shall make the payment for reimbursement of charges on operation & maintenance of streetlights, if any, due to the Contractor, as on the date of notice of termination.

## **24. Dispute resolution**

### **24.1. Nature of Dispute**

**24.1.1.** If any dispute arises between Thoothukudi Corporation and the Contractor in connection with or arising out of or in relation to the Contract, the affected Party shall issue a Dispute Notice to the other Party giving a description of the nature of dispute.

**24.1.2.** Each Party shall attempt to settle such dispute amicably within ten (10) days of the issue of the Dispute Notice.

### **24.2. Expert Determination**

**24.2.1.** If a dispute cannot be settled amicably within a reasonable period, then the same shall be referred to an **Expert** for determination.

**24.2.2.** Any Party may refer the dispute to an Expert by giving a written notice (a "Referral Notice") to the other Party. The Party giving a referral notice is the "Applicant" and the Party receiving such notice is the "Respondent".

**24.2.3.** A Referral Notice shall contain:

- (a) a description of the dispute;
- (b) the grounds on which the Applicant relies in seeking to have the dispute determined in its favor;
- (c) all written material which the Applicant proposes to submit to the Expert;
- (d) the names of not less than three individuals who meet the requirements and whom the Applicant would be willing to accept as the Expert for that dispute.

**24.2.4.** The **Expert** shall certify that he or she is not subject to any conflict of interest and is willing to serve as an Expert on the terms set out.

**24.2.5.** Experts shall be retired senior Electrical Engineer from government departments/Public sector or member of Institution of Engineers.

**24.2.6.** If the Respondent wishes to contest the dispute, he shall, within seven (7) days after receiving the Referral Notice give the Applicant a notice (a "Response") of its intention to contest the dispute. The Response shall include:

- (a) The grounds on which the Respondent relies and seeks to have the dispute determined in its favor.
- (b) all written material that the Respondent proposes to submit to the Expert; and
- (c) which, if any, of the Experts proposed by the Applicant are acceptable to the respondent and, if no such Experts are acceptable, not less than three individuals meeting the requirements to whom the Respondent would be willing to refer the dispute.

**24.2.7.** If an Expert acceptable to both Parties is selected within seven (7) working days after the applicant's receipt of the response, the dispute shall be referred to the chosen expert. If no expert is chosen within that period, the dispute shall be settled by arbitration.

**24.2.8.** Unless the Parties otherwise agree:

- (a) the Expert shall give the Parties not less than seven (7) days prior notice of the time and place at which the Parties shall be given an opportunity to present their case to the Expert;
- (b) the place for hearing the dispute shall be in Thoothukudi;
- (c) the date of the hearing shall be not more than fourteen (14) days after the Expert was appointed;
- (d) at the time nominated for the hearing, each Party shall appear before the Expert to present its case;
- (e) the Parties shall not be entitled to have access to the other Party's records or data in connection with the dispute except as expressly provided in the Contract.
- (f) the Expert may permit a Party to use or produce documents not referred to in the Referral Notice or, as the case may be, the Response if he or she believes it is fair and equitable to do so, provided that the other Party shall be given a reasonable opportunity to respond to such documents;

- (g) the Expert shall render his or her decision on the dispute as soon as possible after completing the hearing and shall advise the parties in writing of the reasons for that decision;
- (h) the hearing shall not be regarded as an arbitration and the procedural rules governing arbitration shall not apply to it;
- (i) no admissions or other statements made by a Party during the course of any hearing for an Expert may be used as evidence in any other proceedings.
- (j) The Expert's fees and expenses shall be shared equally by the Parties

**24.2.9.** The Expert's decision shall be advisory only and shall not be binding upon either Party unless the Parties enter into a written stipulation agreeing to be bound by the Expert's decision.

**24.2.10.** If the Expert does not reach a decision within 30 (thirty) days of his appointment or such longer period as the Parties may agree in writing, either Party may terminate the Expert's appointment by giving a notice of termination to the other Party and the Expert. Unless a new Expert is appointed within seven (7) days after termination of the previous Expert's appointment, the dispute shall be resolved by arbitration.

### **24.3. Arbitration**

**26.3.1.** In the event that the Parties are unable to resolve a dispute, controversy or claim within 30 (thirty) days of the appointment of the Expert, then either Party may give notice to the other of its intention to appoint Arbitrators.

**24.3.2.** In case no Expert is appointed by the Parties for resolution of the dispute, then at any point of time after a dispute arises, either Party may give notice to the other of its intention to appoint Arbitrators.

**24.3.3.** Within 7 days of the receipt of the notice of intention to appoint Arbitrators, the If any dispute arises between Thoothukudi Corporation and the Contractor in connection with or arising out of or in relation to the Contract, the affected Party shall issue a Dispute Notice to the other Party giving a description of the nature of dispute.

- 24.3.4.** Each Party shall attempt to settle such dispute amicably within ten (10) days of the issue of the Dispute Notice.
- 24.3.5.** The Contractor shall appoint an Arbitrator each. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator.
- 24.3.6.** In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), Tamilnadu Chapter, Chennai.
- 24.3.7.** If one of the parties fails to appoint its arbitrator in pursuance of the above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India), TamilNadu Chapter, Chennai shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), Tamilnadu Chapter, Chennai, making such an appointment shall be furnished to each of the parties.
- 24.3.8.** The arbitration proceedings shall be conducted in the English language and shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and such arbitration proceedings shall take place in Chennai.
- 24.3.9.** The award of the Arbitrators shall be reasoned one giving reason for each claim allowed for and disallowed for. The decision of the majority of arbitrators shall be final and binding upon both parties.
- The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 24.3.10.** Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

#### **24.4. Waiver of Sovereign Immunity**

**24.4.1.** that the execution, delivery and performance by it of this Contract constitute private and commercial acts rather than public or governmental acts;

**24.4.2.** waives any right of immunity which it or any of its assignees now has or may acquire in the future in any jurisdiction

**24.4.3.** consents generally in respect of the enforcement of any judgment against it in any such proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including, without limitation, the making, enforcement or execution against or in respect of any property irrespective of its use or intended use)

#### **25. Miscellaneous clauses**

##### **25.1. Indemnification**

**25.1.1.** The Contractor shall indemnify the Thoothukudi Corporation against all losses and claims in respect of:

- (a) Death or injury to any person including the employees of the Thoothukudi Corporation or the employees of the Contractor directly due to the negligence or willful misconduct of the Contractor, but only if and to the extent of such negligence or willful misconduct;
- (b) loss or damage to any property directly due to the negligence or willful misconduct of the Contractor, but only if and to the extent of such negligence or willful misconduct;
- (c) any other risks specifically to be covered as may be agreed by the parties after the date of this Contract which may arise out of or in connection with the work against all related claims, demands, proceedings, damages, costs, charges and expenses due to a reasons attributable to the Contractor.

The Contractor shall protect and indemnify Thoothukudi Corporation against any claim or liability arising directly from or based on the violation of any laws, rules, regulations or bylaws, whether by himself or by his employees.

**25.1.2.** The Thoothukudi Corporation shall indemnify the Contractor against all losses and claims in respect of :

- (a) death or injury to any person including employees of the Thoothukudi Corporation or the employees of the Contractor directly due to the negligence or willful misconduct of the Contractor, but only if and to the extent of such negligence or willful misconduct;

- (b) loss or damage to any property directly due to the negligence or willful misconduct of the Contractor, but only if and to the extent of such negligence or willful misconduct;
- (c) any other risks specifically to be covered as may be agreed by the parties after the date of this Contract which may arise out of or in connection with the work against all related claims, demands, proceedings, damages, costs, charges and expenses due to a reasons attributable to the Contractor.

**25.1.3.** The Thoothukudi Corporation shall protect and indemnify the Contractor against any claim or liability arising from or based on the violation of any laws, rules, regulations or bylaws, whether by itself or by its employees.

**25.1.4.** All employees and transport vehicles shall be insured and copy of the insurance policies furnished to Thoothukudi Corporation for perusal and record.

**26.1. Assignments; Security Interests**

**26.1.1.** Except as provided in the Contract, neither Party shall, without the other Party's prior written consent, transfer, assign or grant any form of security over the Contract or any of their obligations, rights or benefits under the Contract may be agreed by the parties after the date of this Contract. Any purported transfer, assignment or security interest granted without the other Party's consent shall have no effect.

**26.1.2.** The Contractor shall have the right, after written notice of 15 (fifteen) days to the Thoothukudi Corporation, to assign any or all of its rights and interests under this Contract to the Financing Parties as security for its obligations under the Financing Documents, which assignment shall not relieve the Contractor of its obligations under this Contract. The Thoothukudi Corporation shall execute all such consents and/ or acknowledgements of any such security granted by the Contractor to the Financing Parties, as the Contractor may reasonably request or as may be agreed to make such security effective.

**26.1.3** Transfer of rights by Thoothukudi Corporation to a successor company

**26.1.4** The Thoothukudi Corporation shall be entitled to transfer its rights and obligations under the Contract to any entity provided the Go TN confirms the same in writing to the Contractor.

**26.1.5** The Parties shall cooperate in signing all such acknowledgements and notation Contracts necessary to give effect to a subletting, assignment, Transfer or creation of security/interest permitted by this Clause.

## **SECTION- 4**

# **GENERAL CONDITIONS**

## **OPERATION AND MAINTENANCE OF STREET LIGHTS**

### **1. THE TASKS AND TERMS AND CONDITIONS WITH RESPECT TO OPERATION & MAINTENANCE OF ALL LED STREET LIGHTS IN 60 WARDS OF THOOTHUKUDI CORPORATION CITY LIMIT AREA.**

#### **1.1. Period of Contract:**

The operation and maintenance of street lights will be the responsibility of the private Service Provider for the entire period of contract from date of handing over. The Operation & Maintenance responsibility includes preventive maintenance, routine maintenance & break-down maintenance, the details of these maintenance works to be undertaken on part of the private service provider is given in the Scope of Work. The action period of contract will be for **Three Months** from the start date.

#### **1.2. Time of Attendance of O&M repairs and replacement:**

The private service provider shall attend to the repair and replacement of existing street lights within the specified time, i.e. within 48 hours on receipt of the complaint. He should devise a system of communication acceptable to the Employer and ensure continuous liaison.

#### **1.3. Possession of attendance vehicles:**

The private service provider should possess the required vehicles fixed with ladder for transport of men and materials to attend repairs and maintenance of RC books in case of own vehicles or Lease agreement in case of hired vehicles should be attached along with the tender.

In case, if the Corporation is having Lift make Equipment (ie) street light ladder vehicle be let on hire, the same can be hired by the Private Service provider. The hire charges as fixed by the employer will be recovered from the private service provider at the time of monthly payment. The hire charges (excluding fuel charges, driver's salary) will be recovered from the private service provider as follows:

- a.** HMV mounted with Sky Lifter ladder - Rs.2000 per day

## **2. PRIVATE SERVICE PROVIDERS' OFFICE**

### **2.1. Location of office with modern communication facilities:**

The private service provider should establish an office with telephone and Computer system including high speed net connection facility with UPS and modern arrangements at a convenient location with proper storing facilities so as to carry out approved tasks effectively. He should maintain a complaint register in his office and zonal offices/wards and unit offices.

### **2.2. Maintenance of master register for poles:**

The private service provider shall prepare ward-wise master register comprising of pole number, type of fitting, area and cost of lights, list of parts replaced on repairs, date of replacement and average cost of replacement of lights in the pole, etc.

### **2.3. Maintenance of FAULT Register:**

The private service provider shall maintain a FAULT register in his office indicating EB faults or other faults, which attribute to the breaking of lighting service to public including jumper faults and section faults

## **3. TOOLS**

The private service provider should provide the necessary tools as listed below to each batch of wiremen and helpers as listed below:

1. Waist rope
2. Cutting Player
3. Tester
4. Screw Driver
5. Rain Coat
6. Hand Gloves
7. Hammer
8. Spanner Set (or) Monkey Spanner

## **4. Replacing of Wires running from switch box to the lamps:**

The wires running from the Switch box to the lamps shall be replaced by the Bidder at his cost.

## **5. ADDITIONAL RESPONSIBILITIES OF PRIVATE SERVICE PROVIDER**

### **5.1. Attendance of non-burning lights:**

The private service provider shall make necessary arrangements to collect the list of non-burning lights from Zonal Officers / wards and Unit offices at 8:00AM daily. He should also corroborate the entries in the complaint register maintained in his office and attend to all rectification works within 48 hours of the registration of complaints. The employers reserve the right to see the rectification reports month wise.

## **6. DUTIES OF SUPERVISOR OF PRIVATE SERVICE PROVIDER**

The Supervisor should co-ordinate with the Corporation as also with the staff of the Private Service Provider and TNEB. The supervisor should make necessary arrangements to get the complaints rectified through the subordinate based on his previous day area visit and also based on the complaints directly received from the Public. For this purpose, total area of the city / town will be divided in circles / zones in consultation with the ULB. They should go around the area in the evening whether all the lights are in burning condition. They should verify the entries by the wiremen / helpers for its correctness. Supervisors are the men responsible to contact and coordinate with TNEB office for transformer switching ON and OFF arrangement while attending the fault in the area and make appropriate entries in the fault register on attendance of faults.

## **7. REQUIREMENT OF EMPLOYEES & QUALIFICATION**

The private service provider shall organize minimum manpower as described below:

<b>Designation</b>	<b>Nos.</b>	<b>Qualification</b>
Wiremen	10 Nos	ITI with 1 Year experience
Helper	10 Nos	ITI or Certificate with one Year Experience in this field

## **8. PRIVATE SERVICE PROVIDER – RISK**

All risks of loss or damage of physical property and of personal injury and death which arises during and in consequences of the performance of the contract, will be at the responsibility of the private Service Provider. The employer shall not be held responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the period of contract and they shall be covered by an adequate insurance by Private Service Provider.

## **9. PRIVATE SERVICE PROVIDER RESPONSIBLE FOR HIS ESTABLISHMENT**

The employer has nothing to do with the establishment of Private Service Provider and the private Service Provider is solely responsible for all matters connected with his establishment

## **10. INSURANCE**

The Employer has nothing to do with the establishment of Private Service Provider and the private service provider is solely responsible for all matters connected with his establishment.

## **11. COMPLIANCE TO ACTS & RULES OF OTHER DEPARTMENTS**

All the works shall be done in accordance with Indian Electricity Act and Rules and also as per TNEB regulations as amended from time to time.

## **12. IDENTITY CARD FOR EMPLOYEES**

Identification Cards shall be provided to the employees of private service provider jointly signed by the employer or his authorized officer and the Service provider. A stamp size photo should be affixed in the identity card. The employees should be instructed to wear the Identity card while on duty.

## **13. RESPONSIBILITY FOR REGULAR INSPECTION**

The private service provider shall be responsible for regular inspection and proper daily maintenance of street lights in the areas assigned to them, including preventive maintenance, routine and breakdown maintenance works inclusive of all repairs and replacements

## **14. TIME FOR ATTENDING COMPLAINTS AND PENALTIES FOR DEFAULT**

The O&M Contractor shall maintain details of complaints received, time and date of receipt and rectification of fault. The O&M Contractor shall replace the lamps or rectify the defect/ fault within 48 hours of complaint received. In case if he fails to comply with the above, the penalty will be levied as follows:

- |                                   |                       |
|-----------------------------------|-----------------------|
| 1. LED bulbs up to 90W            | – Rs.15 / Light / Day |
| 2. LED bulbs above 90W up to 300W | – Rs.25 / Light / Day |
| 3. Street Light Controller        | – Rs.50 / unit / Day  |

For the above penalty to be levied a complaint should have been unresolved by the O&M contractor for more than 48 hours and such non-burning lights need to be listed pole-wise.

The O&M Contractor shall maintain details of all complaints received, time and date of receipt and rectification of fault.

The O&M Contractor should keep a minimum of 98% of the lights in burning condition. If he fails to do so, the Thoothukudi Corporation will levy penalty on the monthly bill. The Thoothukudi Corporation will estimate the average non-burning percentage equal to  $(98\% - \text{actual burning } \%)$  percentage and the same will be deducted from the O&M contractor's monthly bill. For the above penalty to be levied, the Thoothukudi Corporation will not furnish pole-wise details of non-burning lights.

It is empirical that the O&M contractor shall inform the Thoothukudi Corporation of any changes in lamp type or of any additional lamps that may be installed in existing service connections or if any lamps are removed from the existing service connections. For all new lamps and lamps of different wattage that the O&M contractor installs, it is mandatory that the O&M contractor gives prior notification to the Thoothukudi Corporation.

#### **15. JUMPER FAULT / UG Cable fault**

All Jumper Section and UG cable faults shall be rectified with the assistance of TNEB for which the Contractor is exempted from Penalty only when produced the Certificate from EB AE/AD at the discretion of Commissioner, Thoothukudi Corporation.

#### **16. MAINTAINING POLES AND FITTINGS**

##### **16.1. Numbering:**

All the poles with light fittings should be numbered before taking over by the private service provider with ward no and pole no. All fittings should also be numbered when dismantled for fault rectification.

##### **16.2. Frequency of Joint Inspection:**

The joint inspection job includes among other activities, periodic inspection by staff of Private Service Provider along with Corporation staff, in such a way that every light is inspected once in 30 days minimum whether it is burning or not.

##### **16.3. Maintenance work during windy/ rainy seasons:**

Special attention during rainy/windy season should be given to replace defective lights or rectify loose contacts in wiring and fitting/ fixtures.

**16.4. Repositioning of arms:**

It is the duty of the private service provider to position the lamp arms and fitting whenever it is dislocated due to winds or rains or due to other reasons. Lamp glass should be cleaned periodically to remove accumulated dust, if any

**16.5. Maintaining pedestals:**

Broken / Damaged cement concrete footings and pedestals shall be repaired and all pedestals of the poles shall be painted in Yellow and Black band at least once in a Year.

**16.6. M.S. Tubular poles:**

The private operator shall provide aluminum paint to tubular MS poles including the bracket and to the supporting angle of the bracket at least once in two years. The right to advertise in the lamp post is solely vested with the Corporation. A register should be maintained as to when each pole was painted.

**16.7. Removal of bushes, thorns, herbs, etc**

Growth of bushes/herbs shall not be allowed in and around the street poles. The private service provider should maintain the street light poles by removing threads, banners and pruning of tree branches around the fittings for uninterrupted illumination as and when required.

**16.8. Maintenance to be done throughout the year**

The private service provider is responsible for the upkeep of the street lights on all days throughout the year including holidays.

The private service provider shall not stop operation and maintenance of street lights as part of any agitation, strike, etc. Being an essential service, stringent criminal action shall be taken against the Private Service provider for any such act. His contract will be liable to be terminated and performance security and other deposits are liable to be forfeited in case of default/ lapse in proper maintenance of street lights

**17. Free Maintenance of Website**

Thoothukudi Corporation has a state of the art website on street light maintenance. The Service Provider shall attend to all complaints received through the website and also update the website in consultation with Corporation officials. Private Service Provider may maintain a separate website at his own cost during the Period of Contract, if he wishes so.

**18. Maintenance of Quality Standards in Materials supplied by the Contractor**

The private Service Provider shall use only approved ISI/ISO quality spares, fittings, lamps, (chokes) Electronic Drivers, and necessary materials involved.

**19. Loss due to riot etc:**

Private Service Provider will not be held responsible for missing luminaries (Street light fittings) on account of riot, vandalism, etc.

**20. Maintenance of new street lights installed within the contract period**

All new street lights installed in this Corporation or by any other Contractor within the contract period of 5 years will have to be maintained by the Private Service Provider under the same conditions as the other street lights until the end of the contract period.

**21. Occurrences beyond control of private service provider**

In an unlikely case of mass fusing out of lamps / burning out of LED lamps or any other associated accessories in the circuit for reasons attributable to short Circuit of any other system failure which is beyond the control of Private Service Provider, he shall not be held responsible.

**22. Termination incase of breach of contract**

In case of any breach of contract by the private Service provider, the Employer reserves the right to cancel/ terminate this contract with 1 month notice. The maintenance work for the left out period shall be taken up by the Corporation through any other agency at the original contractor's risk and cost.

**23. Bidder to work only in the area allotted**

The private Operator should not undertake, suo motto, any work in any other area which is not included in the operation & maintenance contract, without prior permission from the Employer.

**24. Disputes redressal mechanism**

For any disputes arising out of this contract, the Dispute Redressal Mechanism shall be as per Clause 26 under Condition of Contract.

**25. ADHERANCE TO TNEB/CEA/CORPORATION/LABOR ACTS/RULES**

The private service provider should adhere to the provisions of Acts/Rules of TNEB/CEA/ Corporation/Labor Laws/Acts/Rules in force, as of date, without fail.

**26. COMPLIANCE TO ACTS & RULES OF OTHER DEPARTMENTS**

All the woks shall be done in accordance with Indian Electricity Act and Rules and also as per TNEB regulations as amended from time to time.

## **27. PAYMENT**

The payment against the inspected goods shall be payable to the Firm within 30 days from the date of receipt of Goods in the concerned Stores of the Corporation.

## **28. IDENTITY CARD FOR EMPLOYEES**

Identification Cards shall be provided to the employees of private service provider jointly signed by the employer or his authorized officer and the Service provider. A stamp size photo should be affixed in the identity card. The employees should be instructed to wear the Identity card with uniforms while on duty.

## **29. SPECIAL CONDITIONS**

1. Purchase certificate for Electronic Driver (Choke), Wire/cables, and SPD should be produced and samples should be checked randomly by the departmental officers in periodically before passing the payment.

2. Bidder should provide copper Cables as per EB Rules and norms for all UG Service and over head lines.

3. All wiring works from pole to switch, switch to bulb and over head main should be executed by the O&M contractor.

4. The Bidder should supply and erect RF gateway Web based street Light Controller switch for controlling which supported to CCMS available, ON and OFF the new lighting Service Connections whenever the Corporation requires.

## **ADDITIONAL CONDITIONS FOR SUPPLY AND ERECTION OF NEW LIGHTS IN EXISTING POLES**

## **30. THE TASKS AND TERMS AND CONDITIONS WITH RESPECT TO SUPPLY AND ERECTION OF NEW LIGHTS**

### **30.1. Period of Contract:**

The supply and erection of new LED street lights, LED light fittings, Electronic Driver (Choke), and SPD will be the responsibility of the private Service Provider for those items to be supplied by it against the work order issued to it by the Corporation during the entire period of contract from date of handing over. The action period of contract will be for Three Months from the start date. The Thoothukudi Corporation reserves the right to purchase the new LED lights, LED light fittings, Electronic Driver (Choke), and SPD from the Private Service Provider or from any other Contractor as and when required by it.

### **30.2. Issue of Work Order for each batch**

The private Service provider will be issued a Work order by the Corporation for each batch in which the required number and type of lamp fittings will be specified. The private service provider shall supply and erect the lights only as replacement for lights that are damaged due to accidents/natural calamities/etc. The rates for each Work Order will be calculated on the basis of the rates quoted in the tender.

### **30.3. Delivery Time**

The private service provider will be issued a separate work Order for the Supply and Erection of new lamp fittings, etc. for each batch. The Service Provider shall deliver the items in the Work order within 30 days from the date of issue of Work Order to the Stores of the Corporation.

### **30.4. Erection**

The items of supply after delivery to the Stores of the Corporation will be inspected by the concerned officials of the Corporation. After inspection, the lamp fittings have to be erected by the Private Service Provider in the lamp posts as instructed by the Corporation. The Erection Charges have to be borne by the Private Service Provider and hence, the bidder is requested to include all costs before bidding. No extra cost will be given by the Corporation.

### **30.5. Guarantee Period**

The goods supplied by the Private Service Provider shall be guaranteed by the Firm for the period of 2 Years from the date of Supply of the goods or as per the norms fixed by the government.

### **31. Maintenance of Quality Standards in Materials supplied by the Contractor**

The private Service Provider shall use only approved ISI/ISO quality spares, fittings, lamps, and all related spare materials.

**SECTION- 5**

**ADDITIONAL CONDITIONS OF  
CONTRACT**

## **ADDITIONAL CONDITIONS OF CONTRACT**

### **1. Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all-staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

Salient Features of Some Major Labour Laws applicable to Establishments engaged in Building and Other Construction Work:

- a) Workmen Compensation Act 1923:
- b) Payment of Gratuity Act 1972:
- c) Employees P.F and Miscellaneous Provision Act 1952:
- d) Maternity Benefit Act 1951:
- e) Contract Labour (Regulation & Abolition) Act 1970:
- f) Minimum Wages Act 1948:
- g) Payment of Wages Act 1936:
- h) Equal Remuneration Act 1979:
- i) Payment of Bonus Act 1965:
- j) Industrial Disputes Act 1947:
- k) Industrial Employment (Standing Orders) Act 1946:
- l) Trade Unions Act 1926:
- m) Child Labour (Prohibition & Regulation) Act 1986:
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:
- o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996)
- p) Factories Act 1948:

## **2. Arbitration (GCC Clause 18.3)**

The procedure for arbitration will be as follows:

- a) In case of Dispute or difference arising between the Employer and a domestic disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators - one each to be appointed by the Employer and the Contractor and the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineers (India) /The International Centre for Alternative Dispute Resolution (India).
- b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party then the \*Indian Council of Arbitration / President of the Institution of Engineers (India)/ The International Centre for Alternative Dispute Resolution (India), both in case of the Foreign Contractors as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration/President of the Institution of Engineers (India) /The International Centre for Alternative Dispute Resolution (India) making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Thoothukudi City in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).
- f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

# **SECTION- 6**

## **FORMS OF FORMATS**

**Forms of Formats**  
**MIS Formats**  
**Ward No**

**Format – A Master Register**

<b>S. No.</b>	<b>Street Name</b>	<b>1 x 20w, 25w, 40w, 60w LED Light</b>	<b>1 x 90w, 100w, 120w, 150w LED Light</b>	<b>1x150w, 200w, 300w High Mast LED Light</b>

**Format – B**

**List of Non-burning Lights**

Date of Survey:

Name of Person:

<b>Sl. No.</b>	<b>Name of Street</b>	<b>Ward No.</b>	<b>Pole No.</b>	<b>Nature of Existing Light</b>	<b>Nature of Repair</b>

**Format – C**

**List of Materials Replaced from Poles**

<b>Sl. No.</b>	<b>Name of Street</b>	<b>Ward No.</b>	<b>Material Received from Poles</b>	<b>From Pole No.</b>	<b>Signature of Person Returning of ULB Staff</b>	<b>Remaining</b>

The above details were checked in field and found correct. Necessary deductions made in the bill of quantities towards the salvage value.

AE/JE/ES/Corporation

Authorized Signatory

**SECTION- 7**

**BILL OF QUANTITIES**

**(In Separate Sheet)**

# THOOTHUKUDI CORPORATION

## PRICE SCHEDULE

### 1A. Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi Corporation Limit for the period of Three Months.

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
1	Rate for Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works in 60 Wards of Thoothukudi Corporation for Labour cost only ( Excluding Materials cost) for the period of Three Months as directed by the dept. officers.	16930.00	Nos.			
2	Rate for Operation and Maintenance of LED street lights including routine breakdown maintenance and preventive maintenance works including Materials cost & Labour Cost in 60 Wards of Thoothukudi Corporation for Labour and all materials cost for the period of Three Months as directed by the dept. officers.					
a	25W LED Lights	113.00	Nos.			
b	60W LED Lights	37.00	Nos.			
c	90W LED Lights	72.00	Nos.			
d	100W LED Lights	129.00	Nos.			
e	120W LED Lights	196.00	Nos.			
f	150W LED Lights	37.00	Nos.			
g	150W LED Lights (High Mast)	6.00	Nos.			
h	200W LED Lights (High Mast)	10.00	Nos.			
i	72W Solar LED Lights	3.00	Nos.			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
3	Rate for Maintenance of Single Phase Street Light Controller and GPRS/GSM based remote street Light monitoring system integrated with CCMS as per standard as directed by the dept. officers.	825.00	Nos.			
4	Rate for Maintenance of Three Phase Street Light Controller and GPRS/GSM based remote street Light monitoring system integrated with CCMS as per standard as directed by the dept. officers.	43.00	Nos.			

**1B. Supply and fixing of LED Light Fixtures, Laying of U.G cables and replacement of defective Switch boxes with fuses and other necessary ESM equipments as additional requirement in Thoothukudi Corporation.**

The quantity mentioned below is only an estimate of the quantity that may be required by the Thoothukudi Corporation. The quantity is subject to change and the right to change rests with the Thoothukudi Corporation. The Thoothukudi Corporation will split the quantity of the items in separate lots as and when required by it.

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
1	Rate for Supply and fixing of single phase service connection EB Meter box of size 21"x15"x10" with single compartment, powder coated vermin proof metal sheet with MS Clamps suitable for EB RCC/ Tubular / Rail poles suitable for single phase EB service connection. The meter box fixed with 12mm Hylem board fixed with one number of 63 Amps porcelain fuse unit Inter connection with 7/20Amps PVC insulated copper wire and necessary PVC/GI pipes and specials with one number of neutral link. The meter box should be provided with glass in front side. The rate includes dismantling of existing meter box and fixing new meter box, EB energy meter and accessories and termination of wires as directed by the dept. officers.	1.00	No			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
2	Rate for Supply and fixing of Three phase service connection EB Meter box of size 24"x21"x12" with single compartment, powder coated vermin proof metal sheet with MS Clamps suitable for EB RCC/ Tubular / Rail poles suitable for single phase EB service connection. The meter box fixed with 12mm Hylem board fixed with three number of 63 Amps porcelain fuse unit Inter connection with 7/20Amps PVC insulated copper wire and necessary PVC/GI pipes and specials with one number of neutral link. The meter box should be provided with glass in front side. The rate includes dismantling of existing meter box and fixing new meter box, EB energy meter and accessories and termination of wires as directed by the dept. officers.	1.00	No			
3	Rate for Supply and laying of 4c x 16 sq.mm PVC armoured LTUG Cable in a trench to be excavated at a depth of 0.75m putting 0.15m layer of sand and covering the cable completely with bricks and sand and refilling the earth to make good etc. complete.	1.00	RM			
4	Rate for Supply and laying of 3.5c x 25 sq.mm PVC armoured LTUG Cable in a trench to be excavated at a depth of 0.75m putting 0.15m layer of sand and covering the cable completely with bricks and sand and refilling the earth to make good etc. complete.	1.00	RM			
5	Rate for Supply and laying of 3.5c x 35 sq.mm PVC armoured LTUG Cable in a trench to be excavated at a depth of 0.75m putting 0.15m layer of sand and covering the cable completely with bricks and sand and refilling the earth to make good etc. complete.	1.00	RM			
6	Rate for Supply and Laying of 3c x 25 sq.mm PVC LTUG armoured LTUG cable on post or on wall with MS Clamps including Heavy gauge HDPE pipes and specials as per standard and as directed by the dept. officer	1.00	RM			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
7	Rate for Supply and Laying of 3.5 x 35 sq.mm PVC LTUG armoured LTUG cable on post or on wall with MS Clamps including Heavy gauge HDPE pipes and specials as per standard and as directed by the dept. officer	1.00	RM			
8	Rate for Painting and Numbering in TNEB street Light poles including all cost of materials and all Labour charges as per standard and as directed by the dept. officers (Pole Numbering).	1.00	No			
9	Supply and Laying of 50 mm dia. HDPE Pipe PN6, PE100 grade conforming to IS for covering of Cables as per standard and as directed by the dept. officer.	1.00	RM			
10	<p>Rate for Supply and delivery of self-protected, specially designed Surge protection device (SPD) in series connected option allowing clear indication of thermal fault protection by disconnecting power to luminaire thereby signally SPD module replacement to use in outdoor and commercial LED lighting fixtures for transient overvoltage protection by providing built-in thermal disconnect function provides additional protection to prevent catastrophic failure and fire hazard even under the extreme circumstances of varistor end-of-life or sustaining over voltage conditions including the following features,</p> <ul style="list-style-type: none"> <li>• 10kV Maximum Discharge Current (Imax)</li> <li>• Parallel or Series connected options with luminaries</li> <li>• Thermally protected</li> <li>• IP66 rated, dust-tight and water resistant</li> <li>• IEC61643-11 Class II/ EN61643-11 Type 2</li> <li>• 240V and 300V AC supply</li> <li>• Meets the requirements of Low Voltage and RoHS.</li> </ul>	1.00	No			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
11	Rate for Supply and fixing of following capacity LED street Light fittings confirmed to LM79 & LM80 standard with IP 65/66 protection and voltage range of 140 - 270V universal electronic driver with Internal surge protection of >5KV for up to 60W and >10KV for above 60W LED Light Fittings should be make of any reputed approved company of Philips, Crompton, Bajaj, Wipro and Havells preferably made in India with 2 Years burning life guarantee period.					
a	20W/25W LED fittings	1.00	No			
b	30W LED fittings	1.00	No			
c	40W LED fittings	1.00	No			
d	60W LED fittings	1.00	No			
e	90W LED fittings	1.00	No			
f	100W LED fittings	1.00	No			
g	120W LED fittings	1.00	No			
h	150W LED fittings	1.00	No			
12	Supply and fixing of 6A to 32A Single pole MCB as per standard.	1.00	No			
13	Supply and fixing of 25A 3 pole Power Contactor suitable for Street Light controller unit as directed by the dept. officer.	1.00	No			
14	Supply and fixing of 32A 4pole Power Contactor suitable for Street Light controller unit as directed by the dept. officer.	1.00	No			
15	Supply and fixing of Dial type FM1 Model L&T Make Analog type Timer Clock 24 Hrs. and 15 Min segment as per standard.	1.00	No			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
16	Supply and fixing of MS clamp set made up of 32mmx6mm flat to hold the GI pipes and LED fittings including aluminium painting and suitable bolts, nuts and washers suitable for TNEB Latest Model RCC big size Poles (Length 11" x Width 4") as directed by the dept. officer.	1.00	No			
17	Supply and fixing of MS clamp set made up of 32mmx6mm flat to hold the GI pipes and LED fittings including aluminium painting and suitable bolts, nuts and washers suitable for TNEB Latest Model RCC big size Poles (Length 8" x Width 4") as directed by the dept. officer.	1.00	No			
18	Supply and erection of 9.00 Metre Free Standing Double Arm Bracket 8 sided Octagonally continuously tapered structured pole with Straight Double bracket arrangements and the octagonal pole shall be erected on the foundation concrete (M20 Concrete) with foundation bolts M24 x 900mm - 4nos and base plate of size 300 x 300x16mm including all necessary accessories and Civil concrete foundation as per the standard design with following pole specification as directed by the dept. officers: Pole height: 9000 mm, Bottom Dia: 185mm Across face, Top Dia: 90 mm Across face, Thickness: 4mm.	1.00	No			
19	Charges for One Time License of Software (10Years) for the Central Control & Monitoring Centre (CCMC) for 876 Nos. (less than 2000) Street Light Control Device of Street Lighting Network System in Thoothukudi Corporation.	1.00	Lot			

S. No	Description of work	Quantity	Unit	Rate in		Amount
				Figure	Words	
20	Supply and erection of 9.00 Metre Free Standing Single Arm Bracket 8 sided Octogonally continuously tapered structured pole with Straight Double bracket arrangements and the octagonal pole shall be erected on the foundation concrete (M20 Concrete) with foundation bolts M24 x 900mm - 4nos and base plate of size 300 x 300 x 16mm including all necessary accessories and Civil concrete foundation as per the standard design with following pole specification as directed by the dept. officers: Pole height: 9000 mm, Bottom Dia: 185mm Across face, Top Dia:90mm Across face, Thickness :4mm	1.00	No			

The Thoothukudi Corporation shall buy Switch boxes with fuse and UG cables MCB's, Street Light Controller box with all accessories, SPD and LED street Light fixtures if necessary from the successful bidder for existing Service connections and street lights requirements. There will be no fixed cost for O&M of Switch boxes and UG cable and other items given by Thoothukudi Corporation to the Private Service Provider. Whenever the Switch boxes, UG cable or other items need replacement, the same shall be replaced by the Private Service Provider for which the Thoothukudi Corporation shall pay the rate quoted by the Private Service Provider for the actual quantity replaced.

**Note:**

1. Successful Bidder shall be selected from the eligible bidders offering the lowest Operation and Maintenance Charges and lowest Rate for supply and erection of new lights.
2. Bidder is advised to quote after including all operation and maintenance charges applicable during the contract period and taking all the work specified under "Scope of Work". All duties, labour charges, transportation cost, insurance charges, taxes and other levies payable by the bidder shall be included in the rates & prices and shall be part of total tender price submitted by the bidder

Signature & Seal

(Firms Authorized Person With  
Name & Designation)